

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER
 HQ0013DNAM50114

PAGE 1 OF 56

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER HQ0013-05-R-0023	6. SOLICITATION ISSUE DATE 02-Aug-2005
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME JULIAN O. BOGGAN, SR	b. TELEPHONE NUMBER (No Collect Calls) (703) 604-6566	8. OFFER DUE DATE/LOCAL TIME 10:00 AM 29 Aug 2005
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9. ISSUED BY DEFENSE SECURITY COOPERATION AGENCY 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22203-5408 TEL: 703-601-3848 FAX:	CODE HQ0013	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541511 SIZE STANDARD: \$21M	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)	12. DISCOUNT TERMS
			13b. RATING	
			14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY SEE SCHEDULE	CODE
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17a. CONTRACTOR/OFFEROR SEE SCHEDULE	CODE	18a. PAYMENT WILL BE MADE BY SEE SCHEDULE	CODE
TEL.	FACILITY CODE		

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<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 type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	31c. DATE SIGNED
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	TEL:	EMAIL:
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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
 RECEIVED INSPECTED 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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	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	User Support FFP	12	Months		
	<p>The contractor shall give the Security Cooperation community (e.g., DSCA, implementing agencies, combatant commands, security assistance organizations, and host nations) assistance and training to understand the requirements, policies, and procedures of the EUM program and to input and view SCIP EUM data regarding deliveries and inventory information. This task will include the following sub-tasks:</p> <ul style="list-style-type: none"> - Communicating with users to answer questions and provide instructions - Educating users with one-on-one meetings and at conferences - Mailing instructional handbooks and other material - Coordinating with the SCIP Help Desk to resolve automation issues. 				
	<p>FOB: Destination PURCHASE REQUEST NUMBER: HQ0013DNAM50114</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>Weapons Data Research and FFP Database Population.</p> <p>This task entails locating the source of serial numbers and other program data for various weapons supplied in the past by DoD to foreign governments. This will require conducting research, in accordance with the priorities of the EUM program manager, of Military Departments, Major Commands, program offices, and manufacturers to locate lists of weapons and their serial numbers. Initial items of inventory to be managed may include Command, Control, Communications, Intelligence, Surveillance, and Reconnaissance (C4ISR) articles, STINGER, AMRAAM, TOW IIB, and JAVELIN missiles, Night Vision Devices (NVDs), and other articles provided specifically via grant assistance. The contractor shall compile serial numbers, notes, inspection histories, technical details, types of transfer (grant, MAP, FMS, Presidential determination, etc.), delivery date, etc</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: HQ0013DNAM50114</p>	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>Program Analysis FFP</p> <p>The vendor will perform periodic and ad hoc retrievals of data from the SCIP EUM application to gag the success of the program upon request of the Government. Requested reports will include:</p> <ul style="list-style-type: none"> - Size of the inventory in SCIP - Comparison of actual inspections to planned inspections, decomposed by weapon, country, and whether a host country or SAO conducted the inspection. - Program statistics (e.g., number of weapons identified, number of SNs entered, etc.). <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: HQ0013DNAM50114</p>	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Application Maintenance and Enhancement FFP	12	Months		
	<p>There are 5 specific defined software development and enhancement tasks to be performed in the base year of this contract.</p> <p>a. Project E0034: EUM (Golden Sentry) Labor and Man-hour Reporting An additional requirement needs to be added to the EUM Portal that captures all budgeting and funding data to be able to fulfill Congress' mandate.</p> <p>b. Project E0045: EUM - Allow Mass Edit of EUM Item Records To reduce unnecessary labor costs associated with performing the same edit multiple times, provide a method to edit multiple records simultaneously. Edits should be restricted to allowable fields. It is understood that the information appearing in the single edit transaction would be applied to all selected records.</p> <p>c. Project E0046: EUM - Defense Article - MASL Establishment Simplify the process, and allow the inventory frequency to be established before the first item record is established. Develop a gadget that allows an authorized user (i.e. with DSCA EUM PM rights) to "pre-establish" a worldwide Defense Article/MASL Number/Inventory Frequency entry, employing an understandable Graphical User Interface consistent with the overall EUM application "look and feel".</p> <p>d. Project E0047: EUM - Addition of Resource and Help Tab Provide EUM users with the necessary documents to support the use of the EUM application.</p> <p>e. Project E0055: EUM java loader interface development Develop a methodology which will allow an authorized user to upload EUM data via the Internet, thereby removing DSADC from the upload "stream", and reducing the number of labor hours invested by DSADC spent performing the upload process.</p>				
	<p>FOB: Destination PURCHASE REQUEST NUMBER: HQ0013DNAM50114</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005
 Travel IAW JTR
 COST

Personnel may travel both CONUS and OCONUS (Washington DC and other US locations and foreign locations) estimates of local trips (NTE 250 miles) is 10 trips per year and trips exceeding 250 miles 5 trips per year and OCONUS 3 trips.

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0013DNAM50114

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1001
 OPTION
 User Support
 FFP

The contractor shall give the Security Cooperation community (e.g., DSCA, implementing agencies, combatant commands, security assistance organizations, and host nations) assistance and training to understand the requirements, policies, and procedures of the EUM program and to input and view SCIP EUM data regarding deliveries and inventory information. This task will include the following sub-tasks:

- Communicating with users to answer questions and provide instructions
- Educating users with one-on-one meetings and at conferences
- Mailing instructional handbooks and other material
- Coordinating with the SCIP Help Desk to resolve automation issues.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Weapons Data Research and FFP Database Population. This task entails locating the source of serial numbers and other program data for various weapons supplied in the past by DoD to foreign governments. This will require conducting research, in accordance with the priorities of the EUM program manager, of Military Departments, Major Commands, program offices, and manufacturers to locate lists of weapons and their serial numbers. Initial items of inventory to be managed may include Command, Control, Communications, Intelligence, Surveillance, and Reconnaissance (C4ISR) articles, STINGER, AMRAAM, TOW IIB, and JAVELIN missiles, Night Vision Devices (NVDs), and other articles provided specifically via grant assistance. The contractor shall compile serial numbers, notes, inspection histories, technical details, types of transfer (grant, MAP, FMS, Presidential determination, etc.), delivery date, etc FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Program Analysis FFP The vendor will perform periodic and ad hoc retrievals of data from the SCIP EUM application to gage the success of the program upon request of the Government. Requested reports will include: - Size of the inventory in SCIP - Comparison of actual inspections to planned inspections, decomposed by weapon, country, and whether a host country or SAO conducted the inspection. - Program statistics (e.g., number of weapons identified, number of SNs entered, etc.). FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	Application Maintenance and Enhancement FFP	12	Months		
	<p>There are 5 specific defined software development and enhancement tasks to be performed in the base year of this contract.</p> <p>a. Project E0034: EUM (Golden Sentry) Labor and Man-hour Reporting An additional requirement needs to be added to the EUM Portal that captures all budgeting and funding data to be able to fulfill Congress' mandate.</p> <p>b. Project E0045: EUM - Allow Mass Edit of EUM Item Records To reduce unnecessary labor costs associated with performing the same edit multiple times, provide a method to edit multiple records simultaneously. Edits should be restricted to allowable fields. It is understood that the information appearing in the single edit transaction would be applied to all selected records.</p> <p>c. Project E0046: EUM - Defense Article - MASL Establishment Simplify the process, and allow the inventory frequency to be established before the first item record is established. Develop a gadget that allows an authorized user (i.e. with DSCA EUM PM rights) to "pre-establish" a worldwide Defense Article/MASL Number/Inventory Frequency entry, employing an understandable Graphical User Interface consistent with the overall EUM application "look and feel".</p> <p>d. Project E0047: EUM - Addition of Resource and Help Tab Provide EUM users with the necessary documents to support the use of the EUM application.</p> <p>e. Project E0055: EUM java loader interface development Develop a methodology which will allow an authorized user to upload EUM data via the Internet, thereby removing DSADC from the upload "stream", and reducing the number of labor hours invested by DSADC spent performing the upload process.</p>				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 OPTION	Travel IAW JTR COST		Cost		
	Personnel may travel both CONUS and OCONUS (Washington DC and other US locations and foreign locations) estimates of local trips (NTE 250 miles) is 10 trips per year and trips exceeding 250 miles 5 trips per year and OCONUS 3 trips.				

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	User Support FFP	12	Months		
	The contractor shall give the Security Cooperation community (e.g., DSCA, implementing agencies, combatant commands, security assistance organizations, and host nations) assistance and training to understand the requirements, policies, and procedures of the EUM program and to input and view SCIP EUM data regarding deliveries and inventory information. This task will include the following sub-tasks:				
	<ul style="list-style-type: none"> - Communicating with users to answer questions and provide instructions - Educating users with one-on-one meetings and at conferences - Mailing instructional handbooks and other material - Coordinating with the SCIP Help Desk to resolve automation issues. 				

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Weapons Data Research and FFP Database Population. This task entails locating the source of serial numbers and other program data for various weapons supplied in the past by DoD to foreign governments. This will require conducting research, in accordance with the priorities of the EUM program manager, of Military Departments, Major Commands, program offices, and manufacturers to locate lists of weapons and their serial numbers. Initial items of inventory to be managed may include Command, Control, Communications, Intelligence, Surveillance, and Reconnaissance (C4ISR) articles, STINGER, AMRAAM, TOW IIB, and JAVELIN missiles, Night Vision Devices (NVDs), and other articles provided specifically via grant assistance. The contractor shall compile serial numbers, notes, inspection histories, technical details, types of transfer (grant, MAP, FMS, Presidential determination, etc.), delivery date, etc FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Program Analysis FFP The vendor will perform periodic and ad hoc retrievals of data from the SCIP EUM application to gage the success of the program upon request of the Government. Requested reports will include: - Size of the inventory in SCIP - Comparison of actual inspections to planned inspections, decomposed by weapon, country, and whether a host country or SAO conducted the inspection. - Program statistics (e.g., number of weapons identified, number of SNs entered, etc.).	12	Months		

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	Application Maintenance and Enhancement	12	Months		
OPTION	<p>FFP</p> <p>There are 5 specific defined software development and enhancement tasks to be performed in the base year of this contract.</p> <p>a. Project E0034: EUM (Golden Sentry) Labor and Man-hour Reporting An additional requirement needs to be added to the EUM Portal that captures all budgeting and funding data to be able to fulfill Congress' mandate.</p> <p>b. Project E0045: EUM - Allow Mass Edit of EUM Item Records To reduce unnecessary labor costs associated with performing the same edit multiple times, provide a method to edit multiple records simultaneously. Edits should be restricted to allowable fields. It is understood that the information appearing in the single edit transaction would be applied to all selected records.</p> <p>c. Project E0046: EUM - Defense Article - MASL Establishment Simplify the process, and allow the inventory frequency to be established before the first item record is established. Develop a gadget that allows an authorized user (i.e. with DSCA EUM PM rights) to "pre-establish" a worldwide Defense Article/MASL Number/Inventory Frequency entry, employing an understandable Graphical User Interface consistent with the overall EUM application "look and feel".</p> <p>d. Project E0047: EUM - Addition of Resource and Help Tab Provide EUM users with the necessary documents to support the use of the EUM application.</p> <p>e. Project E0055: EUM java loader interface development Develop a methodology which will allow an authorized user to upload EUM data via the Internet, thereby removing DSADC from the upload "stream", and reducing the number of labor hours invested by DSADC spent performing the upload process.</p> <p>FOB: Destination</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	Travel IAW JTR COST Personnel may travel both CONUS and OCONUS (Washington DC and other US locations and foreign locations) estimates of local trips (NTE 250 miles) is 10 trips per year and trips exceeding 250 miles 5 trips per year and OCONUS 3 trips.		Cost		

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	User Support FFP The contractor shall give the Security Cooperation community (e.g., DSCA, implementing agencies, combatant commands, security assistance organizations, and host nations) assistance and training to understand the requirements, policies, and procedures of the EUM program and to input and view SCIP EUM data regarding deliveries and inventory information. This task will include the following sub-tasks: - Communicating with users to answer questions and provide instructions - Educating users with one-on-one meetings and at conferences - Mailing instructional handbooks and other material - Coordinating with the SCIP Help Desk to resolve automation issues.	12	Months		

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	Weapons Data Research and FFP Database Population. This task entails locating the source of serial numbers and other program data for various weapons supplied in the past by DoD to foreign governments. This will require conducting research, in accordance with the priorities of the EUM program manager, of Military Departments, Major Commands, program offices, and manufacturers to locate lists of weapons and their serial numbers. Initial items of inventory to be managed may include Command, Control, Communications, Intelligence, Surveillance, and Reconnaissance (C4ISR) articles, STINGER, AMRAAM, FOW IIB, and JAVELIN missiles, Night Vision Devices (NVDs), and other articles provided specifically via grant assistance. The contractor shall compile serial numbers, notes, inspection histories, technical details, types of transfer (grant, MAP, FMS, Presidential determination, etc.), delivery date, etc FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	Program Analysis FFP The vendor will perform periodic and ad hoc retrievals of data from the SCIP EUM application to gage the success of the program upon request of the Government. Requested reports will include: - Size of the inventory in SCIP - Comparison of actual inspections to planned inspections, decomposed by weapon, country, and whether a host country or SAO conducted the inspection. - Program statistics (e.g., number of weapons identified, number of SNs entered, etc.). FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 OPTION	Application Maintenance and Enhancement FFP	12	Months		
	<p>There are 5 specific defined software development and enhancement tasks to be performed in the base year of this contract.</p> <p>a. Project E0034: EUM (Golden Sentry) Labor and Man-hour Reporting An additional requirement needs to be added to the EUM Portal that captures all budgeting and funding data to be able to fulfill Congress' mandate.</p> <p>b. Project E0045: EUM - Allow Mass Edit of EUM Item Records To reduce unnecessary labor costs associated with performing the same edit multiple times, provide a method to edit multiple records simultaneously. Edits should be restricted to allowable fields. It is understood that the information appearing in the single edit transaction would be applied to all selected records.</p> <p>c. Project E0046: EUM - Defense Article - MASL Establishment Simplify the process, and allow the inventory frequency to be established before the first item record is established. Develop a gadget that allows an authorized user (i.e. with DSCA EUM PM rights) to "pre-establish" a worldwide Defense Article/MASL Number/Inventory Frequency entry, employing an understandable Graphical User Interface consistent with the overall EUM application "look and feel".</p> <p>d. Project E0047: EUM - Addition of Resource and Help Tab Provide EUM users with the necessary documents to support the use of the EUM application.</p> <p>e. Project E0055: EUM java loader interface development Develop a methodology which will allow an authorized user to upload EUM data via the Internet, thereby removing DSADC from the upload "stream", and reducing the number of labor hours invested by DSADC spent performing the upload process.</p>				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 OPTION	Travel IAW JTR COST Personnel may travel both CONUS and OCONUS (Washington DC and other US locations and foreign locations) estimates of local trips (NTE 250 miles) is 10 trips per year and trips exceeding 250 miles 5 trips per year and OCONUS 3 trips.		Cost		

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	User Support FFP The contractor shall give the Security Cooperation community (e.g., DSCA, implementing agencies, combatant commands, security assistance organizations, and host nations) assistance and training to understand the requirements, policies, and procedures of the EUM program and to input and view SCIP EUM data regarding deliveries and inventory information. This task will include the following sub-tasks: - Communicating with users to answer questions and provide instructions - Educating users with one-on-one meetings and at conferences - Mailing instructional handbooks and other material - Coordinating with the SCIP Help Desk to resolve automation issues.	12	Months		

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	Weapons Data Research and FFP Database Population. This task entails locating the source of serial numbers and other program data for various weapons supplied in the past by DoD to foreign governments. This will require conducting research, in accordance with the priorities of the EUM program manager, of Military Departments, Major Commands, program offices, and manufacturers to locate lists of weapons and their serial numbers. Initial items of inventory to be managed may include Command, Control, Communications, Intelligence, Surveillance, and Reconnaissance (C4ISR) articles, STINGER, AMRAAM, TOW IIB, and JAVELIN missiles, Night Vision Devices (NVDs), and other articles provided specifically via grant assistance. The contractor shall compile serial numbers, notes, inspection histories, technical details, types of transfer (grant, MAP, FMS, Presidential determination, etc.), delivery date, etc FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 OPTION	Program Analysis FFP The vendor will perform periodic and ad hoc retrievals of data from the SCIP EUM application to gage the success of the program upon request of the Government. Requested reports will include: - Size of the inventory in SCIP - Comparison of actual inspections to planned inspections, decomposed by weapon, country, and whether a host country or SAO conducted the inspection. - Program statistics (e.g., number of weapons identified, number of SNs entered, etc.). FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004 OPTION	Application Maintenance and Enhancement FFP	12	Months		
	<p>There are 5 specific defined software development and enhancement tasks to be performed in the base year of this contract.</p> <p>a. Project E0034: EUM (Golden Sentry) Labor and Man-hour Reporting An additional requirement needs to be added to the EUM Portal that captures all budgeting and funding data to be able to fulfill Congress' mandate.</p> <p>b. Project E0045: EUM - Allow Mass Edit of EUM Item Records To reduce unnecessary labor costs associated with performing the same edit multiple times, provide a method to edit multiple records simultaneously. Edits should be restricted to allowable fields. It is understood that the information appearing in the single edit transaction would be applied to all selected records.</p> <p>c. Project E0046: EUM - Defense Article - MASL Establishment Simplify the process, and allow the inventory frequency to be established before the first item record is established. Develop a gadget that allows an authorized user (i.e. with DSCA EUM PM rights) to "pre-establish" a worldwide Defense Article/MASL Number/Inventory Frequency entry, employing an understandable Graphical User Interface consistent with the overall EUM application "look and feel".</p> <p>d. Project E0047: EUM - Addition of Resource and Help Tab Provide EUM users with the necessary documents to support the use of the EUM application.</p> <p>e. Project E0055: EUM java loader interface development Develop a methodology which will allow an authorized user to upload EUM data via the Internet, thereby removing DSADC from the upload "stream", and reducing the number of labor hours invested by DSADC spent performing the upload process.</p>				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
4005			Cost	
OPTION	Travel IAW JTR			

COST

Personnel may travel both CONUS and OCONUS (Washington DC and other US locations and foreign locations) estimates of local trips (NTE 250 miles) is 10 trips per year and trips exceeding 250 miles 5 trips per year and OCONUS 3 trips.

FOB: Destination

ESTIMATED COST

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT
0001	Destination	Government	Destination
0002	Destination	Government	Destination
0003	Destination	Government	Destination
0004	Destination	Government	Destination
0005	Destination	Government	Destination
1001	Destination	Government	Destination
1002	Destination	Government	Destination
1003	Destination	Government	Destination
1004	Destination	Government	Destination
1005	Destination	Government	Destination
2001	Destination	Government	Destination
2002	Destination	Government	Destination
2003	Destination	Government	Destination
2004	Destination	Government	Destination
2005	Destination	Government	Destination
3001	Destination	Government	Destination
3002	Destination	Government	Destination
3003	Destination	Government	Destination
3004	Destination	Government	Destination
3005	Destination	Government	Destination
4001	Destination	Government	Destination
4002	Destination	Government	Destination
4003	Destination	Government	Destination
4004	Destination	Government	Destination
4005	Destination	Government	Destination

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
1001	N/A	N/A	N/A	N/A
1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A
1004	N/A	N/A	N/A	N/A
1005	N/A	N/A	N/A	N/A
2001	N/A	N/A	N/A	N/A
2002	N/A	N/A	N/A	N/A
2003	N/A	N/A	N/A	N/A
2004	N/A	N/A	N/A	N/A
2005	N/A	N/A	N/A	N/A
3001	N/A	N/A	N/A	N/A
3002	N/A	N/A	N/A	N/A
3003	N/A	N/A	N/A	N/A
3004	N/A	N/A	N/A	N/A
3005	N/A	N/A	N/A	N/A
4001	N/A	N/A	N/A	N/A
4002	N/A	N/A	N/A	N/A

4003	N/A	N/A	N/A	N/A
4004	N/A	N/A	N/A	N/A
4005	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2005)

SPECIAL NOTES TO OFFERORS

1. The Defense Security Cooperation Agency (DSCA), is releasing this solicitation electronically only. This on-line version of the Request for Quote (RFQ) is the official version for this acquisition. In cases of conflict between the electronic (on-line) version of this RFQ and any downloaded version of the RFP, the on-line RFQ prevails. No hard copy of this solicitation will be issued. Offerors will be sent any and all applicable amendments to this solicitation electronically. Quotes are due 29 AUG 2005@ 10:00 A.M. EDT. Offerors may hand-carry or mail all quotes to the following address:

Defense Security Cooperation Agency
 Attn: Julian O. Boggan Sr.
 201 12th Street, South, Ste 203
 Arlington, VA 22202
 (703) 604-6566 (Commercial)
 julian.boggan@dsc.mil

NOTE: A copy of the solicitation will be posted at the DSCA website for industry reps in its entirety. Once a copy of the solicitation has been received by industry representatives, it is mandatory that industry representatives email Mr. Boggan to insure that the solicitation was received in its entirety. The DSCA is not responsible for erroneous email addresses.

2. Questions - The initial cut-off date for all questions is 19 AUG 2005 at 9:00 A.M. EST. Request that all offerors email all questions to julian.boggan@dsc.mil

3. Responses to all questions will be posted to the DSCA website for industry in the form of an amendment to this solicitation (http://www.dsc.mil/programs/biz-ops/business_operations.htm).

4. After evaluating all quotes in accordance with FAR Part 15.305 (a) and paragraph (c)(1) of this section, the contracting officer may determine that the number of most highly rated Quotes that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Provided the solicitation notifies offerors that the competitive range can be limited for purposes of efficiency (see FAR Part 52.215-151(f)(4)), the contracting officer may limit the number of quotes in the competitive range to the greatest number that will permit an efficient competition among the most highly rated quotes (10 U.S.C. 2305(b)(4) and 41 U.S.C. 253b(d)).

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation (See #1 above) at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information);
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is

received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for Quotes, it was the only Quote received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS +4 followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)

ADDENDUM TO FAR 52.212-1 INSTRUCTION TO OFFERORS -- COMMERCIAL ITEMS (OCTOBER 2000)

1. Addendum to Paragraph (b) Submission of offers. In addition to those requirements as stated in paragraph (b), the following are added and shall apply to the submission requirements in response to this solicitation:

(1) Quote Format - All offerors must submit written quote materials as described below and in the quantities of each volume as stated. In addition, the Offeror should provide an electronic version of its Quote on Microsoft Windows-compatible via email attachment or in Microsoft Windows Word 97 and Excel 97 format or latest version. Any pricing information will be on separate email attachment from the technical information. In the case of a conflict between the electronic and the hard copy, the hard copy will be considered the correct version.

Volume I - Technical Capability (Submit 1 with original document and 2 copies): Equipment Specifications will consist of a 4 pages or less document that outlines the product offered for this requirement. The equipment specifications will be evaluated against the criteria listed under Evaluation Factors in the addendum to FAR 52.212-2, Evaluation, Commercial Items.

Volume II --Past Performance Information (Submit 1 with original document and 2 copies) - The offeror must submit Past Performance Documentation in accordance with instructions provided below in the proposal composition requirements and instructions

Volume II --Pricing (Submit 1 with original document and 2 copies): Pricing Volume will be submitted separately with all executed RFQ Documents. Prices will be evaluated for reasonableness. Instructions for preparation of the Pricing quote are provided at Paragraph 2 (Quote Composition Requirements and instructions) below.

(2) Quote Composition Requirements and Instructions

Volume I -- Technical: The Government will evaluate the Offeror's product specifications to determine the degree to which the information provided by the offeror in its Quote demonstrates the offeror's ability to deliver in accordance with the contract requirement.

Volume II -- Past Performance. Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); Note: The Past Performance questionnaire is included with the solicitation.

Volume III - Pricing. The Contracting/Pricing Volume shall consist of the OFFER (the solicitation document as completed and signed to include, as a minimum, the pricing sheet /schedule B, filled in for the base year (one year) and all option years (four-one year options) and all certifications required.

2. The offerors are cautioned that no reference to proposed price(s) shall be made in any other volumes but volume III.

3. Offerors shall comply with all requirements of the quote submission instructions. Deviations shall be fully explained; however, inclusion of price/cost in documents other than the Price Quote is not an acceptable deviation.

(3) Quote preparation costs – This Request for Quote does not commit the Government to pay any costs incurred in the preparation and submission of your Quote or in making any necessary studies for the preparation thereof, or for any visit the Contracting officer may request for the purpose of clarification of the Quote or for preparation of negotiations. By the submission of its offer, the offeror assumes all cost associated.

2. Addendum to Paragraph (c) Period for acceptance of offers: This paragraph (c) is changed to read as follows: The Offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an amendment to the solicitation.

3. Addendum to Paragraph (e) Multiple offers. This paragraph (e) is changed to read as follows: Multiple offers presenting alternative terms and conditions will not be accepted.

4. Addendum to Paragraph (h) Multiple awards. This paragraph (h) is changed to read as follows: The Government may accept any item or group of items of an offer. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

End of Addendum to 52.212-1

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Technical Capability
2. Past Performance
3. Price

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

ORDER OF IMPORTANCE

Technical Capability is most important. Past Performance is significantly less important than technical capability. When combined, all non-priced factors are significantly more important than price.

Price

Price Technical Tradeoff- Once the proposals have been evaluated, the Contracting Officer will rank order proposals in developing the best value decision. The Contracting Officer shall use the factor established in the solicitation to make the source selection. The best value decision should include a trade-off analysis that highlights the relative differences among proposals and their strengths, weaknesses, and risks in terms of the evaluation factors, as well as any quantifiable value or benefit to the government over and above the basic requirement. As technical scores and relative advantages or disadvantages become less distinct, differences in price between proposals become more important in determining the most advantageous proposal. Conversely, as differences in price become less distinct, differences in scoring and relative advantages and disadvantages between proposals become more important in the determination.

FAR Part 15.101, Best Value Continuum: DSCA can obtain best value in negotiated acquisitions by using any one or a combination of source selection approaches. In different types of acquisitions, the relative importance of cost or price may vary. For example, in acquisitions where the requirement is clearly defineable and the risk of unsuccessful contract performance is minimal, cost or price may play a dominant role in source selection. The less definitive the requirement, the more development work required, or the greater the performance risk, the more technical or past performance consideration may play a dominant role in source selection.

Factor 1, Technical Capability: The Government will evaluate the Offeror's technical capability to determine the degree to which the information provided by the offeror in its proposal demonstrates the offeror's ability to manage, supervise, and perform in accordance with the contract requirements and the sub factors listed below

Factor 2, Past Performance. Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); Note: The Past Performance questionnaire is included with the solicitation.

Factor 3, Price: The price for each CLIN will be evaluated separately. Price will be evaluated for price reasonableness in accordance with FAR 15.305(a)(1) based on the total proposed price for the base period of performance and all option periods together. The determination that the total price is reasonable will be made by a comparison of other offers received. If only one offer is received, the determination may be based on a comparison to the IGCE or by any other reasonable basis.

Related Definitions.

Deficiency. A material failure of a proposal to meet a Government or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. Examples of deficiencies include a statement by the offeror that it cannot or will not meet a requirement, an approach that clearly does not meet a requirement, or omission of data required to assess compliance with the requirement.

Weakness. A flaw in the proposal that increases the risk of unsuccessful contract performance. A significant weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

Advantage/Enhancement. An advantage/enhancement describes some element of a response that notably enhances an aspect of the offeror's ability to perform the effort or that represents a significant benefit to the Government.

Clarifications. Limited exchanges, between the Government and offerors that may occur when award without discussions is contemplated. These limited exchanges may be used to clarify certain aspects of proposals (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

Risk | The degree of probability that an offeror will not perform contract requirements as promised. The level of uncertainties that exist in the proposal will jeopardize successful execution of an approach or plan.

Proposal Ratings.

To ensure a thorough and fair evaluation, it is imperative that the ratings be consistently applied across proposals. The following adjectival ratings will be used to rate each proposal, less the price factor.

(1) Excellent: To receive this rating, proposed offer demonstrates a thorough understanding of the requirements. The Offeror has a very high probability of success in completing the requirements. All factors/sub factors must have received a rating of Excellent/Low Risk.

(2) Good: To receive this rating, proposed offer demonstrates a good understanding of the requirements. The Offeror has a high probability of success in completing the requirements. All factors/sub factors must have received a rating of a least Good/Medium Risk.

(3) Satisfactory: To receive this rating, proposed offer demonstrates an acceptable understanding of the requirements. The Offeror has a moderate probability of success in completing the requirements. All factor/sub factors must have received a rating of at least Satisfactory/Medium Risk.

(4) Unsatisfactory: To receive this rating, the proposed offer has received an Unsatisfactory/High Risk rating in one of the non-price factors/sub factors.

(5) High Performance Risk: Likely to cause significant disruption to schedule, increased cost or degradation of performance. Risk may be unacceptable even with special contractor emphasis and close government monitoring.

(6) Moderate Performance Risk: Can potentially cause some disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will probably be able to overcome difficulties.

(7) Low Performance Risk: Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will probably be able to overcome difficulties.

(8) Neutral: Insufficient relevant past performance information available.

3. Evaluation Of Options. Except when determined not to be in the Government's best interests (FAR Part 52.212.2(b)), the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

4. Award on Initial proposals. The contracting officer retains the right to evaluate offers and make award without discussions with offerors. Therefore offerors are encouraged to insure that initial proposals contain the offeror's most favorable terms and reflect its best possible performance potential.

5. The offer will be considered acceptable if, and only if, the offeror submits the information as required in the Instructions to Offerors, FAR 52.212-1, and Addendum to FAR 52.212-1, and manifests the offeror's unconditional assent to the terms and conditions of the solicitation, including the Performance Work Statement.

6. Discussion/Negotiations: The Contracting Officer may clarify all information submitted in response to the solicitation as necessary to evaluate the proposals, and notwithstanding these clarifications, the Contracting Officer still retains the right to award without discussions.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(e)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

.... TIN has been applied for.

.... TIN is not required because:

.... Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

.... Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

.... Partnership;

___ Corporate entity (not tax-exempt);

.... Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

..... International organization per 26 CFR 1.6049-4;

..... Other-----

(5) Common parent.

_____ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer \$1 million or less

51 - 100 \$1,000,001 - \$2 million

101 - 250 \$2,000,001 - \$3.5 million

251 - 500 \$3,500,001 - \$5 million

501 - 750 \$5,000,001 - \$10 million

751 - 1,000 \$10,000,001 - \$17 million

Over 1,000 Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business

concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not s joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----
 Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
---	---
_____	_____
---	---
_____	_____
---	---

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
---	---
_____	_____
---	---

_____	_____
-	-

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
 (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

-

-

-

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
-	-
-	-
-	-

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation

provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

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

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- _XX_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- _XX_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- XX___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _XX_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- _XX_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- _XX_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- _XX_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- _XX_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

____ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

..XX ___ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

___XX___ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this 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 and 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 type and 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.

(e) (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 paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, 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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

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

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

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 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)

PERFORMANCE WORK STATEMENT
PERFORMANCE WORK STATEMENT FOR
SUPPORT TO THE END-USE MONITORING PROGRAM

This Performance Work Statement defines work to be performed in support of the Defense Security Cooperation Agency's (DSCA) Golden Sentry End-Use Monitoring (EUM) program. It includes both programmatic and information technology activities.

1.1 Background

1.1.1 About DSCA

DSCA is responsible for planning, coordinating, administering, and supervising Department of Defense (DOD) programs for transfer of defense articles, services, and technology, by sale or grant, to foreign governments and international organizations. These programs include Foreign Military Sales (FMS) where defense articles and services are sold to foreign countries or international organizations, Foreign Military Financing (FMF) under which grants or loans are provided to foreign countries for financing of FMS or direct commercial contracts with U.S. industry, International Military Education and Training (IMET) under which financial assistance is provided to foreign students attending U.S. military schools, and Humanitarian Assistance and Mine Action (HA/MA) under which support is provided to foreign governments. In value, these programs total billions of dollars annually, and DSCA is responsible for directing and supervising them from inception through completion, accounting, and reporting. In addition, DSCA develops computer applications, unique to the Security Cooperation mission, to support the business processes of both DSCA Headquarters and other elements of DoD that execute the mission. Detailed responsibilities of the Agency are set forth in DOD Directive 5105.65. DSCA headquarters is located in Arlington, VA.

The Programs Directorate is responsible for the oversight of the End Use Monitoring program and as such will provide overall guidance.

1.1.2 About the End-Use Monitoring Program

The 1996 Congress Enacted Section 40A of the Arms Export Control Act (AECA). Section 40A states the U.S. Government "shall transmit to Congress a report describing the actions taken to implement this section and requires the U.S. Government (USG) to perform end use monitoring of defense articles acquired by our international customers under government-to-government programs. The Foreign Assistance Act requires that the USG monitor articles provided through grant assistance transfers from the USG. Historically, the bi-lateral agreements between the United States and other countries for the sale or grant of all U.S. weapons require that those weapons not be transferred to third parties. As an element of the Global War on Terrorism, DSCA is strengthening its auditing of these agreements in a program known as Golden Sentry. This entails a combination of host country and U.S.

personnel visually sighting various weapons, by serial number, to assure they are still in the inventory of the recipient nation or have been properly disposed. The principal U.S. personnel doing these inspections are Security Assistance Officers (SAOs), typically located in U.S. embassies around the world. The Security Cooperation Information Portal (SCIP) will be the platform that the application will reside on.

Security Cooperation Information Portal

The Security Cooperation Information Portal (SCIP) is a web-based system housing a family of applications. The two major current areas of functionality involve FMS case execution and EUM. The EUM application was deployed in a subset of SCIP functionality known as the "SAO Toolbox Community" in December 2004. Basic information on the SCIP can be found in Attachment I Security Cooperation Information Portal.

2.0 Objective

Creating the EUM program has four major thrusts:

- User support includes defining the program's processes, educating the participants, and creating the appropriate policies
- Weapons Data Research and database population includes obtaining records of prior deliveries of weapons, by serial number, and populating the database.
- Program analysis data retrieval and report generation
- Application maintenance and enhancement includes creating and enhancing current automation to maintain a database of delivered weapons, to schedule inspections, to allow the inspectors to record their findings, and to allow DSCA to monitor overall program progress

The EUM program is in its early phases. Initial processes and policy have been created. Education of participants is underway. An initial version of the supporting automation has been fielded. Population of the database is ongoing. As regards the data, DSCA is starting the program with a selected sub-set of countries and of military equipment of high value and high lethality to include anti-aircraft missiles and night vision devices. Over time, DSCA intends to expand the scope and reach of the program.

Vendors are strongly encouraged upon reviewing this Statement of Work to offer/suggest other alternative ways of doing business and the Government will review for acceptance

2.1 Specific Tasks

2.1.1 CLIN 1: User Support

The contractor shall give the Security Cooperation community (e.g., DSCA, implementing agencies, combatant commands, security assistance organizations, and host nations) assistance and training to understand the requirements, policies, and procedures of the EUM program and to input and view SCIP EUM data regarding deliveries and inventory information. This task will include the following sub-tasks:

- Communicating with users to answer questions and provide instructions
- Educating users with one-on-one meetings and at conferences
- Mailing instructional handbooks and other material
- Coordinating with the SCIP Help Desk to resolve automation issues.

The DSCA EUM program manager will monitor vendor performance under this task.

2.1.2 CLIN 2 Weapons data research and database population:

This task entails locating the source of serial numbers and other program data for various weapons supplied in the past by DoD to foreign governments. This will require conducting research, in accordance with the priorities of the EUM program manager, of Military Departments, Major Commands, program offices, and manufacturers to locate lists of weapons and their serial numbers. Initial items of inventory to be managed may include Command, Control, Communications, Intelligence, Surveillance, and Reconnaissance (C4ISR) articles, StINGER, AMRAAM, TOW IIB, and JAVELIN missiles, Night Vision Devices (NVDs), and other articles provided specifically via grant assistance. The contractor shall compile serial numbers, notes, inspection histories, technical details, types of transfer (grant, MAP, FMS, Presidential determination, etc.), delivery date, etc.

In the base year of this contract, focus will be on extracting data from the DSCA 1000 System that maintains historical data on grant programs going back to 1950. It is not expected that serial number data will be readily available for most entries in this system. In fact, many items listed in the 1000 System may have been expended or otherwise already withdrawn from customer nation inventories. So the vendor will enter pseudo-serial numbers that will be refined during field inspections. Many records in the 1000 System involve weapon quantities greater than one. The vendor, however, must create one record per weapon, each with a different pseudo-serial number, for entry into SCIP.

Once data has been located for various weapons, it must be loaded into the SCIP database. There are two methods to achieve this:

- Entering data a single record at a time
- Batch data loads

The preferred method is to employ batch data loads to load large quantities of data into SCIP. Single record entry is most appropriate for corrections or for low volume weapons.

Batch loading of data currently requires that the data be prepared in a Microsoft Excel database and sent to DSADC via e-mail. Then DSADC personnel upload the data to SCIP. In the future, DSCA expects to create a web-based data loader application that will allow the contractor to transmit Excel files from their office computer directly to SCIP. Either way, the task of preparing the Excel file with weapons data is identical.

Once data is loaded, it must be reviewed in SCIP to verify it was loaded correctly.

The DSCA EUM program manager will monitor vendor performance under this task.

2.1.3 CLIN 3 Program analysis

The vendor will perform periodic and ad hoc retrievals of data from the SCIP EUM application to gauge the success of the program upon request of the Government. Requested reports will include:

- Size of the inventory in SCIP
- Comparison of actual inspections to planned inspections, decomposed by weapon, country, and whether a host country or SAO conducted the inspection.
- Program statistics (e.g., number of weapons identified, number of SNs entered, etc.).

Data on all weapons sold, transferred, or otherwise delivered to a country are to be included in the EUM program. The data will remain in the database regardless of status of the weapon (i.e., expended, transferred, or otherwise disposed of).

DSCA EUM PM will monitor this task

2.1.4 CLIN 4 Application maintenance and enhancement

There are 5 specific defined software development and enhancement tasks to be performed in the base year of this contract.

a. Project E0034: EUM (Golden Sentry) Labor and Man-hour Reporting

An additional requirement needs to be added to the EUM Portal that captures all budgeting and funding data to be able to fulfill Congress' mandate.

- It must allow for users to input man hours required, personnel cost (salary and benefits), TDY cost (broken out by meals, lodging, transportation), other reimbursable expenses and the total cost by Country and by Combatant Command coupled with the already existing SCIP EUM data on inventory completion date, projected inventory dates, terms of sale, quantity on hand from previous report, quantity delivered since last report, quantity received by host nation since last report, transfer information, how they were expended, how they were disposed, and quantity inventoried with serial numbers.

- It must be able to provide reports by Country, Combatant Command and/or the within the SC/SA community to assist users in programming money for out years.

Country	Weapon/Service	Man Hours	Personnel Cost Salary/Benefits	TDY Cost in \$'s	Other Reimbursable Cost	Total Costs in \$'s
Country A						
Country B						
Country C						
Combatant Command:		Total Man hours Spent:	Total Salary/Benefit Cost:	Total TDY Cost:	Total Reimbursable costs:	Total Cost:

b. Project E0045: EUM – Allow Mass Edit of EUM Item Records

To reduce unnecessary labor costs associated with performing the same edit multiple times, provide a method to edit multiple records simultaneously. Edits should be restricted to allowable fields. It is understood that the information appearing in the single edit transaction would be applied to all selected records.

c. Project E0046: EUM – Defense Article – MASL Establishment

Simplify the process, and allow the inventory frequency to be established before the first item record is established. Develop a gadget that allows an authorized user (i.e. with DSCA EUM PM rights) to “pre-establish” a worldwide Defense Article/MASL Number/Inventory Frequency entry, employing an understandable Graphical User Interface consistent with the overall EUM application “look and feel”.

d. Project E0047: EUM – Addition of Resource and Help Tab

Provide EUM users with the necessary documents to support the use of the EUM application.

Recommendation: It is suggested that three buttons (or a similar feature) appear at the top of each EUM Gold Banner page, as follows:

- The EUM Help Button will remain as it is today, linking to a page explaining some high-level EUM functionality.

- The EUM Resources Button should link to three separate pages: 1) Policies – which may link to multiple policy documents, 2) Checklists – which may link to multiple checklists, and 3) Handbooks – which may link to multiple handbooks (e.g. NVD Handbook).
- The “Contact Us” Button will link to a single page document, detailing the names, addresses, e-mail addresses, etc. of EUM program management officials.
- The EUM Frequently Asked Questions (FAQ) and EUM Tutorial Buttons should be moved from the SAO Information page (Green Banner) to the EUM Golden Sentry pages only (i.e. those with Gold banners).

e. Project E0055: EUM java loader interface development

Develop a methodology which will allow an authorized user to upload EUM data via the Internet, thereby removing DSADC from the upload “stream”, and reducing the number of labor hours invested by DSADC spent performing the upload process.

Develop a java application in SCIP, which will allow authorized users the ability to:

- 1) Access the EUM application via the Internet,
- 2) Browse their local folders to select the Excel Spreadsheet document to be uploaded to SCIP
- 3) Submit the spreadsheet, once selected.

In addition to the development of the back-end java, and front-end GUI, this project will require the addition of this capability to the EUM Administrator Group. Also, all current validation and business roles present in the current application must be maintained.

The vendor is expected to perform the requirements analysis, design, coding, unit test, and system test of the functionality of these five projects before submitting them to the government for acceptance. Each project must include an update to the SCIP design documentation and functional specification. Vendor testing must confirm, not only that the applications run, but also that they compute correct results.

All development will be done using the SCIP Development System at DSADC, sometimes known as the “sandbox”. The sandbox can be accessed on-site at DSADC, or remotely via the web and a Citrix connection. Testing will be performed on the SCIP Quality Assurance (QA) server at DSADC.

DSCA SCIP PM will monitor this task

3.0 Acceptance Testing

Acceptance Testing of delivered products by DSCA will be performed in a two-step process:

- Members of the SCIP program office, or other assigned DSADC staff, will test the system for correctness, usability, conformance with requirements, and performance.
- Members of the EUM program office will test the system for the same criteria.

Upon DSCA acceptance, the vendor may invoice for the task. DSCA will complete acceptance testing within 45 days after delivery, not including delays while the vendor repairs software bugs found in the acceptance testing.

The DSCA SCIP program manager and DSCA EUM program manager will monitor this task.

4.0 Work Location/Travel

- a) All personnel will be located on-site at DSADC. In this case, all facility and automation support will be provided as Government Furnished Equipment.
- b) Personnel may travel both CONUS and OCONUS (Washington DC and other US locations and foreign locations) estimates of local trips (NTE 250 miles) is 10 trips per year and trips exceeding 250 miles 5 trips per year and OCONUS 3 trips.

5.0 Personnel and Security

The vendor shall provide a part time program manager. All work associated with the EUM program is unclassified, but sensitive. Only U.S. citizens will be allowed on the project. Personnel must achieve a minimum of an ADP-3 level of trust. This requires a National Agency Check (NAC). Programmers on CLIN 3 must have an ADP-2 level of trust. This requires a NAC with interviews (NAC-I). Any personnel located at DSCA HQ must have a minimum of an interim SECRET security clearance. This requires a Single Scope Background Investigation (SSBI).

6.0 Deliverables

1. Monthly progress reports
2. Estimates of cost and schedule to perform EUM application maintenance and enhancement tasks in CLIN 3, as requested by the DSCA SCIP Program Manager.
3. Monthly invoices reflecting the agreed upon firm fixed price costs for completed EUM applications tasks that have been formally accepted by DSCA.
4. A monthly activity log of user interactions.
5. A monthly activity log of contacts made to obtain weapons and serial number data.
6. Monthly and cumulative progress in the volume of countries, weapons, and serial numbers identified and loaded into SCIP.
7. Status of application modification and enhancement tasks underway.
8. A monthly and cumulative list of application tasks initiated, completed, and accepted.

All reports shall be submitted in Microsoft Word, Excel, Power Point or Adobe PDF format in electronic and hard copy.

7.0 Duration of Contract

Services are desired for a base year and 4 option years. The focus of CLIN 2, Weapons Data Research, may vary by contract year as progress is made in locating weapons data and as program priorities change. Each Option Year will begin with an assumption of zero funding.

8.0 Contracting Officer's Representative

The EUM Program Manager will serve as the Contracting Officer's Representative. The contracting officer's representative is:

Leon Yates
DSCA-FTE
703-601-3865
Leon.yates@dscamil

The SCIP Program Manager is:
 Tom Sippel
 DSADC
 717-615-9295
 tom.sippel@dsadc.dsca.mil

GFI/GFE

For contractor personnel working at DSADC, the Government will provide a suitable workstation, with computer, access to the local DSADC network, access to network printer, access to the Internet, and telephone. For personnel working at DSCA HQ the same type GFI/GFE will be provided.

Period of Performance

The period of performance for this contract will be date of award plus twelve (12) months.

Contract Type

This contract is a performance based Firm Fixed Price contract.

Measures, Standards and Objectives

See attachment 4

PWS ATTACHMENT 1

Attachment 1
 Security Cooperation Information Portal

SCIP has unique security features suitable for use by U.S. personnel and foreign customers who communicate with it via the commercial internet.

It is hosted in a Defense Information Systems Agency (DISA) "De-Militarized Zone" (DMZ) on the boundary between the commercial internet and DoD's data network known as the NIPRNET.

It uses two-factor authentication for foreign customers, employing the RSA SecurID token system to make part of a one-time passcode.

It uses passwords or DoD Common Access Cards (CAC) for authentication by U.S. personnel. Gradually, passwords will be phased out in favor of CAC.

It has fine-grained permission controls, so users generally can only view a fraction of the data or employ a fraction of the system's functionality.

It employs Secure Sockets Layer encryption on all user-to-SCIP communications.

SCIP consists of 5 physical servers, all using a Microsoft Windows 2000 operating system:

- A database server hosting an Oracle 9i Database Management System (DBMS)
- A web server hosting the Microsoft IIS web server software and the Plumtree Portal software
- An applications server hosting custom applications known as "gadgets" in Plumtree terminology. These gadgets are written in Java.
- A security server hosting RSA ClearTrust security software and an iPlanet Directory of user permissions.
- A token server supporting authentication by RSA SecurID token users.

PWS - ATTACHMENT 2

Attachment 2
 End Use Monitoring Application

About the End Use Monitoring Application

The EUM application has the following major areas of functionality:

- Secure internet access for SAOs and Host Nation Inspectors
- Inventory and disposition records by defense article, country, and combatant command
- A "Planned" inventory report, based on the previous inventory date for each defense article and an established frequency of inspection
- A "Delinquent" Inventory report based on past due inspections
- An item inventory "History"
- Ad Hoc reporting capability, including the ability to save queries for reuse
- Input capability to establish and correct inventory records
- Ability to confirm each item of inventory by serial number
- The ability to defer a scheduled inspection when a particular item may be deployed or otherwise unavailable for inspection
- The ability to attach notes (for historical purposes) to aid in subsequent inventory inspections by successors
- The ability to adjust, deplete, or transfer inventory records
- The ability to trace the origin of an item to the USG program that furnished it
- Provision of reference tools and the latest EUM policy and procedural guidance.

The EUM application currently reads and/or writes to 21 data tables. The application resides in 35 Java gadgets and is organized into 6 sections with a total of 34 possible major screens. It was initially estimated to be about 580 function points in size, but has likely expanded in size as additional features have been added to the original design.

The data to be populated in the EUM database includes military articles provided as far back as 1950 via the (then active) Military Assistance Program (MAP).

About the EUM data collection process

The critical elements to be obtained for each article in the database are the type of weapon, serial number, associated Military Articles and Services List (MASL) nomenclature, and type of program under which the article was transferred to another country. This data, and particularly serial numbers, are not held centrally in DoD. Rather they are distributed among various System Commands, program offices, and manufacturers. Consequently a major outreach effort is required to obtain the needed data. This must be approached on a weapon-by-weapon, manufacturer-by-manufacturer basis.

About EUM User Support

Since both SCIP and EUM are relatively new systems, SAOs, Combatant Commands, customer countries, and others involved in the program need to be enrolled and educated. This requires a combined effort by DSADC and the DSCA EUM program. The SCIP program office handles user enrollment and permission establishment. The EUM program must educate users on the nature of the EUM program and their responsibilities. Since participants are distributed around the world, these processes must generally be conducted remotely, relying heavily on e-mail to accommodate the time zone differences. This task may require occasional travel, sometimes overseas.

PWS - ATTACHMENT 3

Attachment 3

Vendor SCIP Permissions Matrix

The contractor will have available access to virtually all EUM functions. The following table indicates the permissions to be assigned to the contractor, acting EUM administrator, and to other participants in the EUM program.

Function	EUM Admin & Contractor	EUM Combatant Command	EUM SAO	EUM Host Nation	EUM IA	Sys Prog (SCIP)
SCIP Case Information Community						Access
SAO Toolbox Community	Access	Access	Access	Access	Access	
Welcome (SCIP) Community						Access
Welcome (EUM) Community	Access	Access	Access	Access	Access	
Add an Item	Access	Access	Access	Access	Access	
Add Item Note	Access	Access	Access		Access	
View an Item Note	Access	Access	Access		Access	
Delete an Item	Access					
Dispose of an Item	Access	Access	Access	Access		
Edit an Item	Access	Access	Access		Access	
Mark Item as Expended	Access	Access	Access	Access		
Perform Inventory	Access	Access	Access	Access		
Mark an Item as Inventory Loss	Access	Access	Access	Access		
Transfer an Item	Access					
Modify Frequency (portlet)	Access	Access				
Canned Reports	Access	Access	Access	Access	Access	
Mod Default Planned Insp Timeframe	Access					
Mod Default Next Insp Date Timeframe	Access					
Mod Default New Item Insp Timeframe	Access					
Planned Inspection Reports	Access	Access	Access			
Delinquent Inspection Reports	Access	Access	Access			
Ad-Hoc Item	Access	Access	Access	Access	Access	
Ad-Hoc Item History (US Gov records)	Access	Access	Access		Access	
Ad-Hoc Item History (Host Natn records)	Access	Access	Access	Access	Access	

By working in coordination with the DSADC SCIP administrators, the contractor will also ensure that only users with a need-to-know may access specific data that will be compartmentalized by country and combatant commands.

This task will be monitored by the EUM program manager.

PWS - ATTACHMENT 4

Attachment 4
Performance Matrix

	DESCRIPTION	MEASURE	STANDARD
CLIN 1	User Support	As needed/required	100%
CLIN 2	Weapons Data Research & Database	1/12 of records/ month	100%

	Population		
CLIN 3	Program Analysis	As required	100%
CLIN 4	Application Maintenance & Enhancement	Technical Direction Ltr. Issued. Requirement Known	Vendor response within 2 weeks 100%

PAST PERFORMANCE QUESTIONNAIRE

Julian O. Boggan Sr.
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 Defense Security Cooperation Agency
 201 12th St. South, Suite 203
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 HIQ0013-05-R-0023

I. Evaluation of Offeror:

Company/Division Providing Services:

Address: _____

Description of Services Provided:

Contract Number: _____ Dollar Value (Annual): _____

Performance Period: _____ Performance Location: _____

Type of Contract:

Check One:
 Fixed Price _____ Cost Reimbursement _____ Other (Please Specify) _____

Check One:
 Negotiated _____ Sealed Bid _____ Competitive _____ Non-Competitive _____

Basis of Payment:
 Commodity _____ Labor/Equipment Hours _____ Other (specify) _____

Type & Extent of Subcontracting: _____

II. Evaluated by:

Company/Organization/Address:

Name & Title: _____

Signature: _____ Date: _____

Telephone: _____ FAX: _____

III. Evaluation:

Please answer questions 1 through 15 using the following criteria. Circle only one response per question. For elements rated "unsatisfactory", please comment on the specific problem(s) or performance failure(s) that prompted this rating.

4 - Exceptional: Performance met and exceeded many of the contractual requirements to the organization's benefit. The contractual performance of the element being evaluated was accomplished with few minor problems for which corrective actions were highly effective.

3 - Very Good: Performance met and exceeded some to the contractual requirements to the organization's benefit. The contractual performance of the element being evaluated was accomplished with some minor problems for which corrective actions were effective.

2 - Satisfactory: Performance met contractual requirements. The contractual performance of the element being evaluated was accomplished with some minor problems for which corrective actions were satisfactory.

1 - Marginal: Performance barely met contractual requirements. The contractual performance of the element being evaluated reflects a serious problem for which corrective actions have not yet been identified, appear only marginally effective or were not fully implemented.

0 - Unsatisfactory: Performance did not meet some contractual requirement and recovery is not likely in a timely manner. The contractual performance of the element being evaluated reflects serious problems for which corrective actions were ineffective.

N/A: Not Applicable or not observed.

1. Evaluate the contractor's overall commitment to quality performance and customer satisfaction.

4 3 2 1 0 N/A

Comment:

2. Evaluate the contractor's overall technical competence.

4 3 2 1 0 N/A

Comment:

3. Evaluate the contractor's cooperation and willingness to work as a team (with your personnel, other contractors, etc.).

4 3 2 1 0 N/A

Comment:

4. Evaluate the contractor's compliance with contractual requirements.

4 3 2 1 0 N/A

Comment:

5. Evaluate the contractor's responsiveness to contract, program and/or schedule changes.

4 3 2 1 0 N/A

Comment:

6. Evaluate the effectiveness of the contractor's overall quality control procedures.

4 3 2 1 0 N/A

Comment:

7. Evaluate the effectiveness of the contractor's safety program or efforts.

4 3 2 1 0 N/A

Comment:

8. Evaluate the effectiveness of the contractor's cargo loss and damage prevention program or efforts.

4 3 2 1 0 N/A

Comment:

9. Evaluate the effectiveness of the contractor's on-site management and supervision.

4 3 2 1 0 N/A

Comment:

10. Evaluate the contractor's ability to overcome technical problems, labor issues, and/or other performance difficulties.

4 3 2 1 0 N/A

Comment:

11. Evaluate the contractor's ability to plan and conduct operations in the most cost effective manner.

4 3 2 1 0 N/A

Comment:

12. Evaluate the contractor's ability to adhere to schedules and complete work on time.

4 3 2 1 0 N/A

Comment:

13. Evaluate the quality and stability of the contractor's workforce.

4 3 2 1 0 N/A

Comment:

14. Evaluate the availability, adequacy and suitability of the contractor's staffing for the work required.
4 3 2 1 0 N/A

Comment:

15. Evaluate the availability, adequacy and suitability of the contractor's gear and equipment for the work required.
4 3 2 1 0 N/A