

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N6275006MDDDB602		PAGE 1 OF 39	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ0013-06-T-0001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JULIAN O. BOGGAN, SR			b. TELEPHONE NUMBER (No Collect Calls) (703) 604-6566		6. SOLICITATION ISSUE DATE 03-Nov-2005
9. ISSUED BY DEFENSE SECURITY COOPERATION AGENCY 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22203-4306 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	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR TEL.		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
FACILITY CODE							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	23. UNIT PRICE
		SEE SCHEDULE					
24. AMOUNT							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<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>0</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:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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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>)	
	42b. RECEIVED AT (<i>Location</i>)	
	42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT
FOR
DATABASE, GRAPHICS, AND PUBLICATIONS SUPPORT

I. BACKGROUND

DIILS is a Department of Defense joint agency activity under the command of the Defense Security Cooperation Agency. DIILS provides worldwide training in the areas of human rights, democratic institutions, military justice, military operational law, and civilian control of the military in a democracy. Annually training is provided to thousands of participants representing diverse cultures, utilizing various languages and a wide variety of training requirements. Since its inception in 1992, the mission of DIILS has increased each year. During FY 04, DIILS provided 77 Mobile Education programs, 7 resident courses of 2-11 weeks duration, and assistance to a number of other DoD schools. A core staff of 22 Military, GS employees, and contractors augmented with military lawyers from the Reserve Forces and up to 200 adjunct military and civilian faculty annually accomplishes the training provided by DIILS.

The Government requires the following:

Database support - Maintenance and further development of an Access database currently utilized by staff to store and retrieve information on adjunct faculty, teams, students, curriculum, schedule, and financial data relating to programs.

Publications support - Enhancement and development of publications including an annual catalog, reports, content for the DIILS website, and seminar materials including text, PowerPoint slides and discussion problems. Materials are provided in English and or other languages.

Graphics support - Enhancement and development of graphics utilized in displays, publications and briefings.

II. SPECIFIC TASKS:

Task 1 - The Contractor will maintain, modify, and troubleshoot the existing database and any new database that is created.

Deliverable: Contractor will respond to and correct any database problems within 24 hours of their being reported excluding weekends.

Objective: Provide a database that meets the needs of DIILS and operates with minimum problems.

Standard: Problems are corrected in less than 24 hours 100 % of the time.

Measure: Quarterly

Task 2 - The Contractor will modify database and create additional databases as required.

Deliverable: Depending on complexity of specific task, contractor will complete modification and / or creation of database within a reasonable time period. Definition of reasonable time period will vary and be set by

agreement between government representative overseeing this contract and contractor.

Objective Contractor will modify or create new databases as needs of DIILS evolve.

Standard Depending on complexity of changes or addition, Contractor makes change or modification within a time determined by DIILS.

Measure Quarterly

Task 3 - Contractor will modify or create new databases as needs of DIILS evolve. Depending on complexity of change or addition, Contractor makes change or modification within a time determined by DIILS. The contractor will be tasked with supporting and enhancing current publications, developing new publications utilizing commercial off the shelf software, and working with DIILS staff to create publications. Training for DIILS staff will be provided as necessary to implement programs.

Deliverable: The contractor will provide or create specific materials as required.

Objective: Contractor will review current DIILS publications and report results and recommended changes to the Academic Director, DIILS and assist in the revision and creation of new publications.

Standard: Publications will meet or exceed the standards of Naval War College publications and other senior DoD educational institutions.

Measure: Quarterly

Task 4 - The contractor will provide graphics support for DIILS publications, briefings, reports, and other needs.

Deliverable: Effective and appropriate graphics and illustrations produced as required.

Objective: Graphics are effective representations of ideas that are part of DIILS publications, briefings, and reports.

Standard: Graphics will meet or exceed standards of Naval War College and other senior DoD educational institutions.

Measure: Quarterly

Task 5 - The Contractor will maintain a log of time spent that specifies what tasks were undertaken during performance of work for what period of time by which contractor personnel and make it available to DIILS POC.

Deliverable: Log shall be provided to DIILS representative on a monthly basis

Objective: Contractor will track their time on tasks specified by this contract.

Standard: Log will include personnel specific task, and time expended on task.

Measure: Monthly

Task 6 - Contractor will provide program documentation for the database to the Government

Deliverable: Documentation shall be available after 90 days from the start of the contract. Modifications and additional database documentation shall be available within 30 days of creation.

Objective: Contractor will create program documentation for database in order that information will be available when needed.

Standard: Documentation will be thorough and written so that a non technical person will comprehend

Measure: Quarterly with updates as needed due to changes

III. PLACE OF PERFORMANCE:

Contractor will provide office space and equipment necessary to accomplish the stated requirements. The Government will provide the contractor with access to Government facilities, office space as needed, and equipment as required and provide information to accomplish these tasks. Database work will need to be done on site. Contractor will need to visit DIILS on a frequent basis in order to interface with DIILS staff.

IV. CONTRACT TYPE

Firm Fixed Price

V. PERIOD OF PERFORMANCE: The period of performance for this SOW shall be from the date of award plus twelve months with three 1-year optuion periods.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Database Maintenance (Existing Database) FFP Maintain, modify, and troubleshoot the existing database and any new database that is created. Respond to and correct any database problems within 24 hours of their being reported excluding weekends. FOB: Destination PURCHASE REQUEST NUMBER: N6275006MDDB602	12			

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Modify / Create Required Databases FFP Modify database and create additional databases as required. Depending on complexity of specific task, contractor will complete modification and / or creation of database within a reasonable time period. Definition of reasonable time period will vary and be set by agreement between government representative overseeing this contract and contractor. FOB: Destination PURCHASE REQUEST NUMBER: N6275006MDDB602	12			

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Publications and Training Support FFP Support and enhance current publications, developing new publications utilizing commercial off the shelf software, and working with DIILS staff to create publications. Training for DIILS staff in these programs will be provided as necessary to implement programs. The contractor will provide or create specific materials as required. FOB: Destination PURCHASE REQUEST NUMBER: N6275006MDDB602	12			

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		12			

Graphics Support
FFP

Provide graphics support for DIILS publications, briefings, reports, and other needs. Effective and appropriate graphics and illustrations produced as required.

FOB: Destination

PURCHASE REQUEST NUMBER: N6275006MDDB602

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		12			

Task Log
FFP

Maintain a log of time spent that specifies what tasks were undertaken during performance of work for what period of time by which contractor personnel and make it available to DIILS POC. Log shall be provided to DIILS representative on a monthly basis

FOB: Destination

PURCHASE REQUEST NUMBER: N6275006MDDB602

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Program Documentation FFP Contractor will provide program documentation for the database to the Government. Documentation shall be available after 90 days from the start of the contract. Modifications and additional database documentation shall be available within 30 days of creation.	12			

FOB: Destination
PURCHASE REQUEST NUMBER: N6275006MDDB602

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Database Maintenance (Existing Database) FFP Maintain, modify, and troubleshoot the existing database and any new database that is created. Respond to and correct any database problems within 24 hours of their being reported excluding weekends. FOB: Destination PURCHASE REQUEST NUMBER: N6275006MDDB602	12			

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Modify / Create Required Databases FFP Modify database and create additional databases as required. Depending on complexity of specific task, contractor will complete modification and / or creation of database within a reasonable time period. Definition of reasonable time period will vary and be set by agreement between government representative overseeing this contract and contractor. FOB: Destination PURCHASE REQUEST NUMBER: N6275006MDDB602	12			

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Publications and Training Support FFP Support and enhance current publications, developing new publications utilizing commercial off the shelf software, and working with DIILS staff to create publications. Training for DIILS staff in these programs will be provided as necessary to implement programs. The contractor will provide or create specific materials as required. FOB: Destination PURCHASE REQUEST NUMBER: N6275006MDDB602	12			

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		12			
OPTION	Graphics Support FFP Provide graphics support for DIILS publications, briefings, reports, and other needs. Effective and appropriate graphics and illustrations produced as required.				

FOB: Destination
PURCHASE REQUEST NUMBER: N6275006MDDB602

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		12			
OPTION	Task Log FFP Maintain a log of time spent that specifies what tasks were undertaken during performance of work for what period of time by which contractor personnel and make it available to DIILS POC. Log shall be provided to DIILS representative on a monthly basis				

FOB: Destination
PURCHASE REQUEST NUMBER: N6275006MDDB602

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 OPTION	Program Documentation FFP Contractor will provide program documentation for the database to the Government. Documentation shall be available after 90 days from the start of the contract. Modifications and additional database documentation shall be available within 30 days of creation.	12			

FOB: Destination
PURCHASE REQUEST NUMBER: N6275006MDDB602

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Database Maintenance (Existing Database) FFP Maintain, modify, and troubleshoot the existing database and any new database that is created. Respond to and correct any database problems within 24 hours of their being reported excluding weekends. FOB: Destination PURCHASE REQUEST NUMBER: N6275006MDDB602	12			

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Modify / Create Required Databases FFP Modify database and create additional databases as required. Depending on complexity of specific task, contractor will complete modification and / or creation of database within a reasonable time period. Definition of reasonable time period will vary and be set by agreement between government representative overseeing this contract and contractor. FOB: Destination PURCHASE REQUEST NUMBER: N6275006MDDB602	12			

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Publications and Training Support FFP Support and enhance current publications, developing new publications utilizing commercial off the shelf software, and working with DIILS staff to create publications. Training for DIILS staff in these programs will be provided as necessary to implement programs. The contractor will provide or create specific materials as required. FOB: Destination PURCHASE REQUEST NUMBER: N6275006MDDB602	12			

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	Graphics Support FFP Provide graphics support for DIILS publications, briefings, reports, and other needs. Effective and appropriate graphics and illustrations produced as required.	12			

FOB: Destination
PURCHASE REQUEST NUMBER: N6275006MDDB602

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	Task Log FFP Maintain a log of time spent that specifies what tasks were undertaken during performance of work for what period of time by which contractor personnel and make it available to DIILS POC. Log shall be provided to DIILS representative on a monthly basis	12			

FOB: Destination
PURCHASE REQUEST NUMBER: N6275006MDDB602

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	Program Documentation FFP Contractor will provide program documentation for the database to the Government. Documentation shall be available after 90 days from the start of the contract. Modifications and additional database documentation shall be available within 30 days of creation.	12			

FOB: Destination
PURCHASE REQUEST NUMBER: N6275006MDDB602

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Database Maintenance (Existing Database) FFP Maintain, modify, and troubleshoot the existing database and any new database that is created. Respond to and correct any database problems within 24 hours of their being reported excluding weekends. FOB: Destination PURCHASE REQUEST NUMBER: N6275006MDDB602	12			

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	Modify / Create Required Databases FFP Modify database and create additional databases as required. Depending on complexity of specific task, contractor will complete modification and / or creation of database within a reasonable time period. Definition of reasonable time period will vary and be set by agreement between government representative overseeing this contract and contractor. FOB: Destination PURCHASE REQUEST NUMBER: N6275006MDDB602	12			

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	Publications and Training Support FFP Support and enhance current publications, developing new publications utilizing commercial off the shelf software, and working with DIILS staff to create publications. Training for DIILS staff in these programs will be provided as necessary to implement programs. The contractor will provide or create specific materials as required. FOB: Destination PURCHASE REQUEST NUMBER: N6275006MDDB602	12			

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 OPTION	Graphics Support FFP Provide graphics support for DIILS publications, briefings, reports, and other needs. Effective and appropriate graphics and illustrations produced as required.	12			

FOB: Destination
PURCHASE REQUEST NUMBER: N6275006MDDB602

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 OPTION	Task Log FFP Maintain a log of time spent that specifies what tasks were undertaken during performance of work for what period of time by which contractor personnel and make it available to DIILS POC. Log shall be provided to DIILS representative on a monthly basis	12			

FOB: Destination
PURCHASE REQUEST NUMBER: N6275006MDDB602

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006		12			
OPTION	Program Documentation FFP				
	Contractor will provide program documentation for the database to the Government. Documentation shall be available after 90 days from the start of the contract. Modifications and additional database documentation shall be available within 30 days of creation.				

FOB: Destination
PURCHASE REQUEST NUMBER: N6275006MDDDB602

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination	
0002	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination	
0003	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination	
0004	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination	
0005	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination	
0006	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination	
1001	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination	
1002	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination	
1003	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination	
1004	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination	
1005	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination	
1006	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination	
2001	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination	
2002	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination	
2003	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination	

2004	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination
2005	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination
2006	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination
3001	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination
3002	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination
3003	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination
3004	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination
3005	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination
3006	POP 21-NOV-2005 TO 20-NOV-2006	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

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

The Defense Security Cooperation Agency (DSCA) is releasing this solicitation electronically only. This on-line version of the Request for Proposal (RFP) is the official version for this acquisition. In cases of conflict between the electronic (on-line) version of this RFP and any downloaded version of the RFP, the on-line RFP prevails. No hard copy of this solicitation will be issued. Offerors are encouraged to check the Federal Business Opportunity (FEDBIZOPS) website at <http://www.fedbizops.gov> for any amendments to this solicitation as well as the DSCA homepage website located at <http://www.dsca.mil>. Amendments, if any will be posted at this site. The cut-off date for all questions is November 14, 2005 at 10:00 A.M. EDT. NO EXCEPTIONS. All questions must be in writing. No telephonic request will be entertained. All responses to questions will be posted to the DSCA website and issued through FEDBIZOPS for industry review within 48 hours after the closing date and time for questions. The email address for submission of all questions is Toye.Latimore@dsca.mil. All questions must be addressed to the Contracting Officer only. Any other official may disqualify the offeror from submission of a proposal. Any and all

past performance surveys must be submitted to the Contracting Officer by the closing date and time listed in block 8 of the SF 1449 or with the contractor's proposal.. Any past performance surveys received after this date will not be accepted nor evaluated. NO EXCEPTIONS. Past performance surveys may be faxed to the Contracting Officer ONLY at (703) 602-1671.

1. Instruction of Offerers – Proposals are to be submitted in volumes as outlined below.

(a) Volume I, Past performance.

The offeror's proposal shall include an explanation of past performance on similar projects.

(b) Volume I, Relevant Experience.

Experience developing and maintaining Access database programs, developing similar publications to those used at DIILS, and creating graphics for projects described in the Performance Work Statement shall be described and / or presented in the proposal.

(c) Volume II, Technical Approach.

The offeror's proposal shall explain approaches to maintaining and developing the database, revising publications, and creating graphics.

(d) Volume II, Management Approach.

(e) Volume III, Price.

The offeror shall provide a matrix that includes labor category / skill level, quantity of persons at each skill level, the quantity of labor hours, and prices for each labor category for the base and option years used to derive your fixed price quote.

2. Offerors must include a copy of their certifications and representations with their offer. You may hand deliver their proposals to the following address after 8:00 A.M. Monday -Friday:

The Defense Security Cooperation Agency
Attn: Toye Latimore
201 12th Street South, Ste 203
Arlington, VA 22202
Commercial: (703) 601-3848

3. Offerors are reminded to insure your FEDEX or DHL package arrives on time. The DSCA office is open from 7:30-5:00 P.M. Monday through Fridays. A security guard is stationed at the entrance of the facility.

(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 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 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
- (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); and
- (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 30 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 proposals, it was the only proposal 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.

(g) 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.

(h) 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.

(i) 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.

and

(a) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers 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.

offeror

(b) 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 specifies otherwise in the offer.

(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.

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

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

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

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source

selection.

(iv) A summary of the rationale for award;

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) 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)

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:

A. Evaluation Factors and Ratings

1. Past Performance will receive an adjectival rating and the risk associated with the past performance will be categorized as low, moderate, or high. The high, moderate, and low risk categories may be further enhanced by a comparative analysis of the offeror's proposals.

a. Relevant Experience will receive an adjectival rating supported by a narrative approach.

2. Technical Approach will receive an adjectival rating supported by a narrative description.

a. An overview of your methodology guiding your performance of the technical requirements identified in the Performance Work Statement, and a general description of how your technical approach will be applied to accomplishing the requirements.

b. The logical sequence of tasks that you will perform to accomplish the requirements. Identify and describe the specific techniques and steps that will be applied during the accomplishment of all tasks of this project.

c. The deliverables to be produced in response to the requirements

3. Management Approach will receive an adjectival rating supported by a narrative description.

4. Price will be analyzed for realism, reasonableness, and completeness and will receive a narrative analysis.

B. Relative order of importance of evaluation factors

All evaluations will be adjectivally rated. Past performance is more important than relevant experience and technical experience combined. Relevant experience is more important than technical approach, which is twice as important as management approach. When combined, all non-priced factors are significantly more important than price. However, when all the most highly rated proposals are equally technically, price will be the controlling factor.

C. Basis for Award

An Award will be made to the responsible offeror whose proposal conforms to the solicitation requirements and presents the best value to the Government as determined by the evaluation criteria. Best value will be based on an integrated assessment by the source selection authority of the results of the evaluation of all areas and factors with due consideration to the relative order of importance. Accordingly, the government may award any resulting contract to other than the offeror proposing the lowest price or other than the offeror achieving the highest adjectival rating. The Government reserves the right of such flexibility to ensure award of a contract in its best interest.

All evaluations will be adjectivally rated. Past performance is more important than relevant experience and technical experience combined. Relevant experience is more important than technical approach, which is twice as important as management approach. When combined, all non-priced factors are significantly more important than price. However, when all the most highly rated proposals are equally technically, price will be the controlling factor.

Evaluation Factors and Ratings

1. Past Performance: Describe a minimum of three (3) projects your firm has or is working on that address the kinds and types of requirements specifically called out in the SOW. The offeror's proposal shall include an explanation of past performance on similar projects.

(i) Relevant Experience: will receive an adjectival rating supported by a narrative approach.

2. Technical Approach: must identify the methodology and analytical techniques you shall use to fulfill the technical requirements. The technical approach should clearly describe the following:

(i) An overview of your methodology guiding your performance of the technical requirements identified in the SOW, and a general description of how your technical approach will be applied to accomplishing the requirements.

(ii) The logical sequence of tasks that you will perform to accomplish the requirements. Identify and describe the specific techniques and steps that will be applied during the accomplishment of all tasks of this project.

(iii) The deliverables to be produced in response to the requirements

3. Management Approach: will receive an adjectival rating supported by a narrative description.

4. Price: The price proposal will be analyzed for reasonableness and completeness to determine the evaluated price to the Government.

B. Related Definitions.

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.

C. **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 at 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.

(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.

(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(c)(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 is 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)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 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.

X ___ (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).

X ___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X ___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X ___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___ (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).

X ___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (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).

___ (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 (OCT 2003) (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)).

X (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.]

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

X ___ (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.).

X ___ (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.).

X ___ (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)