

SOLICITATION, OFFER AND		1. THIS CONTRACT IS A RATED UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 62
2. CONTRACT NO.	3. SOLICITATION NO. HQ0013-07-R-0005	4. TYPE OF BIDDING <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 15 Jun 2007	6. REQUISITION/PURCHASE NO. DNAR80001	
7. ISSUED BY DEFENSE SECURITY COOPERATION AGENCY-CON LISA DAVIS 201 12TH STREET, SOUTH SUITE 203 ARLINGTON VA 22202 TEL: 703-604-0893 FAX:		CODE HQ0013	8. ADDRESS OFFER See Item		(If other than Item CODE)

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

SOLICITATION

9. Sealed offers in original 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item handcarried, in the depository located See Item 7 until 1:00 PM local time 30 Jul 2007
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME LISA DAVIS	B. TELEPHONE (Include area (NO COLLECT CALLS) 703-6040893	C. E-MAIL ADDRESS lisa.davis@dscs.mil
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OFFER (Must be fully completed by

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

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

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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS DIFFERENT FROM ABOVE - SUCH ADDRESS IN	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by

19. ACCEPTED AS TO ITEMS	20. AMOUNT	21. ACCOUNTING AND
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)	23. SUBMIT INVOICES TO ADDRESS SHOWN (# Copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item CODE	25. PAYMENT WILL BE MADE CODE
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26. NAME OF CONTRACTING OFFICER (Type or	27. UNITED STATES OF AMERICA	28. AWARD DATE
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TEL:	EMAIL	(Signature of Contracting
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Trial Phase FFP All labor and materials need to complete the trial phase of the project in accordance with the Performance Work Statement (PWS). FOB: Destination PURCHASE REQUEST NUMBER: DNAR80001	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Final Phase FFP All labor and materials need to complete the final phase of the project in accordance with the Performance Work Statement (PWS). FOB: Destination PURCHASE REQUEST NUMBER: DNAR80001	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Other Direct Cost (ODC) COST Travel/hardware/commercial software needed to execute the transformation in accordance with the Performance Work Statement (PWS). FOB: Destination PURCHASE REQUEST NUMBER: DNAR80001		Lot		

ESTIMATED COST

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT**PERFORMANCE-BASED WORK STATEMENT (PWS)
FOR THE TRANSFORMATION OF THE
DEFENSE SECURITY ASSISTANCE MANAGEMENT SYSTEM (DSAMS)
UNIFIED DEVELOPMENT SERVER (UDS) ENVIRONMENT****May 2007**

1.0 PURPOSE

The purpose of this solicitation is to acquire the service of transforming the business application software currently used for the Defense Security Assistance Management System (DSAMS) from Sun Microsystems' Unified Development Server (UDS) environment, formerly known as Forte, and using Transactional Object-Oriented Language (TOOL), to a new environment and language. The current environment is fully functional and has enabled DSAMS' full operational capability for over 7 years but is no longer receiving routine maintenance and engineering support from Sun Microsystems, so the goal is to migrate to a currently supported development and run-time environment to enable DSAMS to continue to function and be maintained with minimal disruption to its users or functional capabilities.

2.0 BACKGROUND

2.1 The Customer

The customer for this service is the United States (U.S) Defense Security Cooperation Agency (DSCA), a separate agency within the U.S. Department of Defense (DoD). DSCA manages a family of activities collectively known as Security Cooperation (or Security Assistance) programs. Among these activities, the largest is Foreign Military Sales (FMS) where the U.S. Government sells or leases weapons, ammunition, spare parts, military training, and defense-related services to over 150 countries and international organizations (e.g., NATO) on a government-to-government basis. These sales and leases are formalized in contract-like documents known as Letters of Offer and Acceptance (LOA). In addition to selling military training via FMS, DSCA also manages the provision of foreign military training under other programs that receive U.S. appropriated funding. These include the International Military Education and Training (IMET) program, the Counter-Terrorism Fellowship Program (CTFP), and the International Narcotics and Law Enforcement (INL) program. While DSCA oversees these programs in support of the U.S. Departments of Defense and State, DoD's Military Departments (MILDEPs), i.e., the Army, Navy, and Air Force, are responsible for the detailed implementation.

2.2 The Information System

The system whose UDS component needs to be transformed is called the Defense Security Assistance Management System (DSAMS). DSAMS is managed and maintained by the Defense Security Cooperation Agency (DSCA) on behalf of users in the Army, Navy, Air Force, DSCA and other Defense Agencies. DSAMS's software components include a large custom application (60,000 function points), a portion of which is written and operates in the UDS environment. DSAMS contains roughly 900,000 lines of executable UDS source code and 650 user screens developed in UDS.

DSAMS was built in three major development phases, with each subsequent phase adding functionality to a single monolithic DSAMS code base. The Case Development Module (CDM) and Case Implementation Module (CIM) were deployed into full production for all three MILDEPs and Defense Agencies in 1999 and 2000, respectively, and are in a stable maintenance mode. The Training Module (TM) was deployed into full production for the Army and Navy in October 2006 and is expected to still be undergoing maintenance and enhancement at the inception of this contract in approximately October 2007. The last major development initiative remaining will add functionality to allow Training Module deployment for the Air Force. This development is ongoing and currently targeted for completion and deployment in late October 2008. Subsequently, the TM portion of DSAMS will need to undergo a stabilization period in which defects in Air Force functionality, found in production, are corrected. This stabilization period may last from October 2008 through perhaps April 2009. There is substantial risk that the October 2008 date for deployment to the Air Force will not be met. In that case, deployment to the Air Force will be deferred until after the UDS transformation is complete.

DSAMS has long been, and will continue to be, developed and maintained by a combined Government and contractor team. The Government team is located at the Defense Security Assistance Development Center (DSADC) in Mechanicsburg, PA. DSADC staff will provide functional assistance to the UDS transformation contractor and will be the principal testers of the transformed code. The development environment at DSADC can accommodate remote access from contractors via the Internet.

2.3 DSAMS Functionality

2.3.1 Case Development Module (CDM) and Case Implementation Module (CIM) Functionality Within DSAMS

The CDM is used by the MILDEPs and Defense Agencies to create Letters of Offer and Acceptance (LOAs), which are contracts between DoD and foreign governments for the delivery of defense articles and services. The LOA development functionality is not a simple word processing function, but rather a complex data-driven process that includes pricing, enforcing diplomacy-based business rules such as sanctions, creation of payment schedules, enforcement of workflow rules, maintenance of timeline metrics, maintenance of lists of permissible military articles and services (MASLs), and document preparation.

The CIM functions include receiving notification from the Defense Finance and Accounting Service (DFAS) Defense Integrated Financial System (DIFS) that customer funds have been received and conveying LOA data and funding status to the legacy case execution systems of the MILDEPs.

2.3.2 Training Module (TM) Functionality Within DSAMS

The TM helps manage foreign military training programs. Functionality in the TM is broadly subdivided into two major areas, each with two sub-areas:

- a. Operations & Pricing Area
 - The Operations sub-area involves maintaining lists of courses, creating notional series of courses (called tracks) for future students, obtaining quotas for courses from DoD schools, assigning students to courses, planning travel and living allowances (TLA) for the students and their dependents, and monitoring and reporting student progress.
 - The Pricing sub-area involves establishing costs for various sub-components of every course. Six different prices are involved for each component, depending on the nature of the funding, the country's economic situation, and the nature of the country's relationship with the U.S. Government.
- b. Financial Area
 - The Pre-Performance sub-area deals with planning and obligating funding for courses. It establishes obligations in the MILDEPs' accounting systems.
 - The Post-Performance sub-area deals with billing and reimbursements. It liquidates the obligations created in the Pre-Performance sub-area. It also provides data to the MILDEPs' accounting systems.

2.3.3 Some Aspects of Training Module Functionality Particularly Germane to the UDS Transformation

2.3.3.1 Cross-Service Training

Cross-Service training describes situations where, for example, a foreign student on an Army FMS case is sent to a course at an Air Force-managed school. Prior to TM, two different legacy systems (the Army and Air Force in this example) along with notable manual processes were involved, and a significant objective of the TM development is to improve this process using a single system that requires virtually no manual processes. To this end, TM was designed and largely already built with reference data on courses and prices made available to all Services and with obligations and billings capable of being performed across Service lines without paperwork or exception handling. Under the initial Oct 2006 TM deployment (where only the Army and Navy moved to DSAMS while the Air Force remains in its legacy environment longer), cross-Service training between the Army and Navy works largely as originally envisioned but changes were made for cross-Service training between the Army and Air Force and between the Navy and Air Force. In general terms, these changes involved (a) disabling the previously designed tri-Service logic for cross-Service processing to allow just the Army/Navy deployment to proceed, and (b) being able to re-enable that tri-Service logic when deployment to the Air Force is achieved.

2.3.3.2 TM's Overseas Interfaces

Another major TM function is to interact with overseas U.S. Security Assistance Officers (SAOs) who vet, test for English proficiency, and collect information (e.g., name, rank, unit, and passport number) on foreign students needed to produce the Invitational Travel Order (ITO). The SAOs do this using a client-based application called the Training Management System (TMS) that, effective with DSAMS TM deployment to Army/Navy in October 2006, communicates with DSAMS via an intermediate server known as the Security Assistance Network (SAN) server. When the TM is deployed to the Air Force, a single two-way interface between DSAMS and the SAN for all MILDEPs will exist. Until that happens, interim logic will be employed to take into account that the Air Force remains on its legacy system. The interim logic allows the complex interaction among DSAMS, SAN, and TMS to occur while only two MILDEPs are in DSAMS and one remains in its legacy environment. Some partial benefits are achieved for the Air Force, and for SAOs interacting with Air Force, as a result of TM being deployed to Army/Navy and the associated use of new versions of SAN and TMS; and the full benefits will be realized once Air Force is brought into TM.

2.3.3.3 Accounting System Interfaces

The TM was designed to replace the individual legacy Army, Navy, and Air Force systems used to manage foreign military training. To this end, the TM was originally designed to interface with the legacy accounting systems used by those Services. For the Army and Navy, those accounting systems are the standard legacy systems long used throughout the Army and Navy, the Standard Army Financial System (STANFINS) and the Standard Accounting and Reporting System (STARS) respectively. For the Air Force, the command responsible for foreign military training (Air Force Security Assistance Training (AFSAT)) has long used an accounting system, the Training Control System (TRACS) Financial System (TFS) unique to the Air Force's foreign military training program. DSAMS was originally planned to interface with TFS. In March 2002, the Air Force decided to move the accounting for foreign military training from TFS to the Air Force's standard legacy General Accounting and Finance System (GAFS) in concert with the replacement of the Air Force's foreign military training execution system by DSAMS TM. The Air Force made this decision because it would meet Air Force strategic automation goals and objectives in the longer term, acknowledging the adverse impact to the DSAMS cost and schedule in the shorter term. DSCA concurred with this decision. In the continuation of DSAMS's development to completion, significant changes to the Air Force financial requirements and the interaction with GAFS forced the decision to initially deploy to just the Army and Navy, with deployment to the Air Force occurring later at the earliest opportunity, which has since been targeted to be no sooner than late October 2008. Deployment to the Air Force must occur in the month of October, the start of the U.S. government's fiscal year. So a failure to deploy in October results in at least a one-year delay.

2.3.3.4 Relevance to UDS Transformation

The changes to DSAMS TM, necessary to allow the Air Force to participate as fully as the Army and Navy, will be developed in a UDS environment and tested while the UDS transformation work is underway. DSCA envisions the UDS transformation work proceeding in two phases:

- a.) A "Trial" Transformation phase wherein the Transformation contractor's tools are applied to 100% of the UDS software currently in production, prior to deployment of the deferred Air Force functionality. This phase may last from October 2007 through April 2009. During this phase, the Transformation contractor will modify the tools as necessary and transform the current production software, and the Government will test it thoroughly to confirm that the transformation tools and processes work as expected.
- b.) A shorter "Final Transformation" phase wherein the entire UDS application with revised UDS-based software, containing the necessary Air Force functionality, is transformed to the target environment. Completion of this transformation, and Government acceptance of this phase, constitutes completion of the project. This latter phase should be readily accomplished because, over all, it represents only a small amount of UDS source code changes from the current production version. DSCA's objective would be to reduce the schedule for the Final Transformation phase as much as possible, while still obtaining a quality product from the Transformation Contractor and performing due diligence in acceptance testing, albeit not as thoroughly as in the Trial phase. Completion and testing in the May-August 2009 period represents DSCA's current expectation.

In the event that DSCA is unable to complete deployment to the Air Force in October 2008, the Transformation Contractor will perform the Final Transformation on whatever latest version of source code exists at some point between October 2008 and May 2009, to be chosen by DSCA as a relatively clean version for transformation. If the Trial Transformation phase has not been completed by this timeframe, the start of the Final Transformation phase will await completion of the Trial phase.

2.4 DSAMS Technical System Description

The current DSAMS technical architecture consists of a central Unix-based server housing the database and central elements of the business logic. The application employs a fat client residing on a farm of Windows-based servers located in the same data center with the Unix server. The Windows servers use Citrix Metaframe to send screen images to user client machines located at DoD facilities around the U.S.

The commercial and custom software components currently used in DSAMS are as follows:

- Database Management System (DBMS): Oracle 9i (to be upgraded to Oracle 10g by the start of this contract)
- Programming language for business logic (client and server): Sun Unified Development Server (UDS), formerly known as Forte (~900,000 executable lines of code for CDM/CIM/TM)
- Programming language for Reports: Cognos Impromptu[®] and Oracle Reports[®]
- Programming language for Interfaces: PERL
- Runtime middleware: UDS/Forte runtime environment
- On-line help: Doc-to-Help[®]

See Figure 1.

Sun Microsystems, the owner of the UDS product, discontinued commercial maintenance support for its product on 31 October 2006. DSCA has obtained an extension of maintenance support from Sun Microsystems beyond this date, to as far as October 2008. This ensures some degree of UDS support by Sun through a portion of the migration period.

DSCA operates three versions of the DSAMS system. The Production version is run in a Defense Information Systems Agency (DISA) data center in Oklahoma City, OK. Also at that site is a Test and Training system used to formally test pending releases. Finally, at DSCA's software development center, DSADC, DSCA operates a Development server. Hardware and commercial software for DSAMS must thus be acquired in triplicate.

Current DSAMS Runtime Architecture

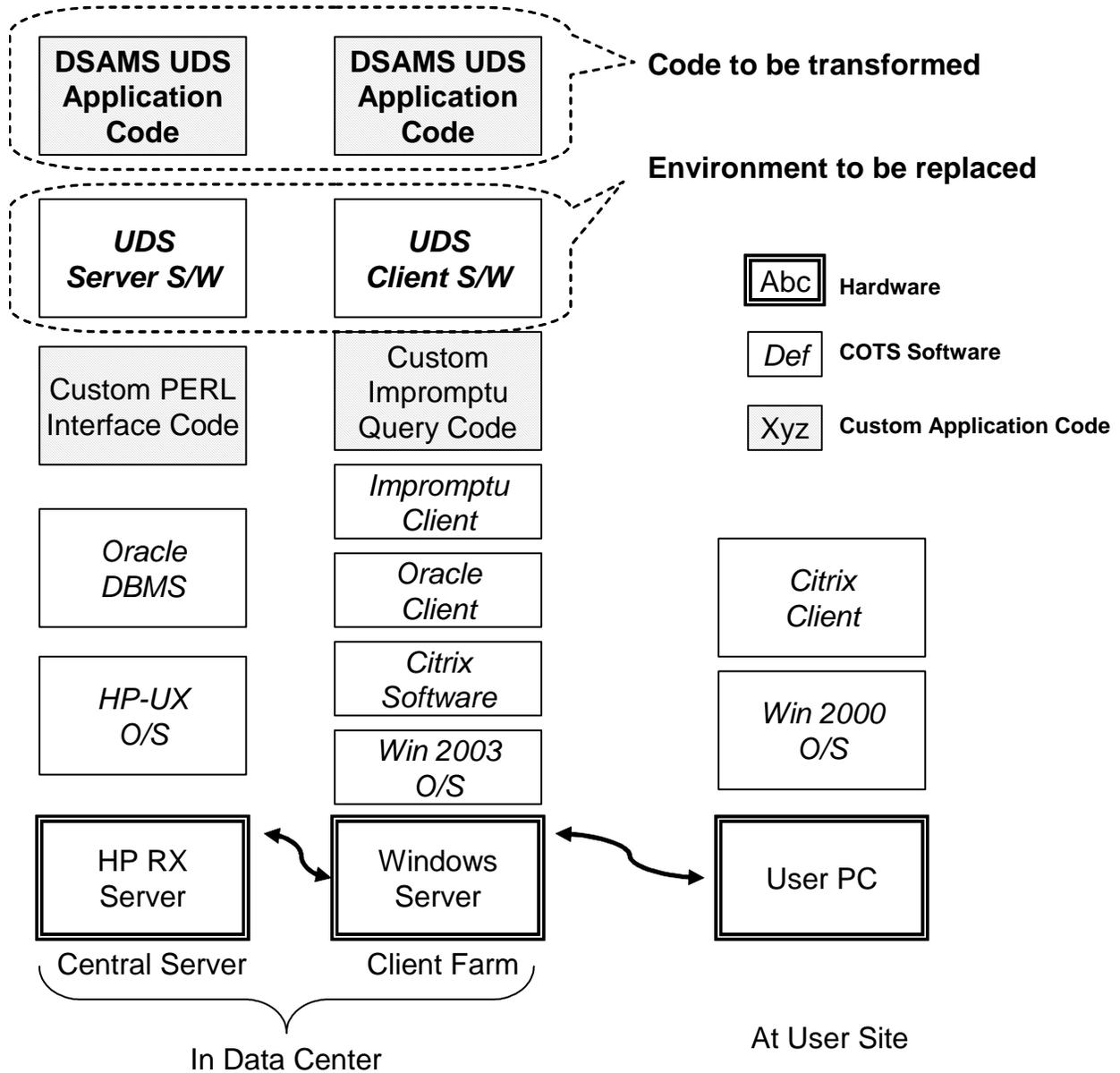


Figure 1: Current DSAMS Runtime Architecture

DSAMS has a complex database structure. The Production version consists of 4 databases: one containing reference data shared among the MILDEPs and three containing business data segregated by whether the Army, Navy, or Air Force is managing the case. Collectively, these four databases currently hold over 34 Gbytes of data. A single instance of the application code operates on all of the 4 databases. The Test and Training System and the Development System may contain multiple versions of the set of 4 databases to support simultaneous development, training, and testing of multiple application releases. As regards database complexity, the following are data base administration object counts:

Database Objects	Reference Database Instance	Army Database Instance	Navy Database Instance	Air Force Database Instance
Database Link	4	1	1	1
Index	881	1647	1647	1647
Package	42	96	96	96
Package Body	44	98	98	98
Procedure	3	37	37	37
Sequence	65	43	43	43
Table	395	611	611	611
Trigger	357	101	101	101
View	28	85	85	85

2.5 Objectives of this Acquisition

The principal objective of this Performance Work Statement is to acquire the service of transforming the business application software currently used for DSAMS from Sun Microsystems' UDS environment to a new environment. The current environment is fully functional and has enabled DSAMS' full operational capability for over 7 years but is no longer receiving routine maintenance and engineering support from Sun Microsystems, so the goal is to migrate to a contractor-supported environment to enable DSAMS to continue to function and be maintained with minimal disruption to its users or functional capabilities.

DSCA's intent is to perform such a transformation for minimum cost, in minimum time, with minimum risk, with a minimum introduction of new software defects, and hence with a minimum number of acceptance test and repair cycles. It is imperative that DSCA minimize time and test cycles because, during the period of Final Transformation and test, the application will be in a "black out" during which DSCA will be unable to add new features (e.g., to respond to changes in law) or correct latent defects found in production. To achieve this intent, DSCA requires a highly automated language translation, using a proven tool and an experienced team. This Performance Work Statement is oriented toward satisfying these requirements.

2.6 Envisioned Target Environment

DSCA requires that the target language for the legacy UDS code be J2EE-compliant Java or Microsoft .Net (either C#.Net or VB.Net). Any of these target languages are acceptable. However, the three languages are not completely equivalent. DSCA's anticipates that Microsoft Visual Studio (using either C#.Net or VB.Net) will allow more efficient development and lower total cost of ownership over the entire maintenance life cycle. Moreover, DSCA

anticipates that it will be easier and less expensive to acquire a maintenance workforce with VB.Net skills in the area around DSADC.

In the case of either a Java or Microsoft .Net (either C#.Net or VB.Net) target, DSCA expects that the stored procedures, triggers, and views in the Oracle DBMS will remain unchanged. DSCA also expects the current rich graphical user interface (GUI) to be retained, along with Citrix Metaframe for transmitting screen images to distant users. A web-based user interface is not required, but could be a desirable enhancement.

DSCA prefers that the correspondence between object classes in the legacy UDS code and in the transformed code will be close to one-to-one. DSCA would prefer that there not be substantial refactoring, or other reorganization or renaming of the object class structure, that would complicate the DSADC maintenance workforce's ability to navigate the transformed code. Similarly, DSCA would prefer that variable names be preserved and that comment lines in the legacy code be retained in the target environment if they can be located appropriately. These aspects are regarded as desirable, but not required.

The legacy DSAMS UDS code contains certain functionality termed "infrastructure" (e.g., Highlighting, Data Manager). The DSAMS Development Team developed these infrastructure services via custom UDS code, but there may be off-the-shelf services in the J2EE or .Net toolkits that could replace them. DSCA expects that some of these custom functions can be automatically translated to the new target environment as custom code. However, if the Transformation Contractor can replace any of these infrastructure functions with the off-the-shelf services with a lower cost and risk, or show that such replacement leads to lower life cycle maintenance costs, then that would be preferable. The UDS run-time environment provides applications services that may not exist, or at least may not be automatically invoked, in the new environment, e.g., communication with remote objects. Replacement of any such services of UDS that are used by DSAMS are within the scope of this work statement.

2.7 Personnel Security Considerations

The Office of the Secretary of Defense (OSD) has authorized a limited exception to the personnel security vetting requirements in DoD 5200.2-R, Department of Defense Personnel Security Program, January, 1987, paragraph C3.2.3, "Noncritical-Sensitive Positions," for Automated Data Processing (ADP)-II positions for the software transformation described in this PWS.

Personnel performing work on the DSAMS application are considered to be serving in ADP-II, noncritical-sensitive, positions for DoD personnel security purposes.

Paragraph C3.2.3.1 of DoD 5200.2-R provides that a National Agency Check (NAC) with written Inquiries (NACI) shall be requested and the NAC portion favorably completed before a person is appointed to a noncritical-sensitive position (for exceptions see paragraph C3.2.5.). An ENTNAC, NAC or DNACI conducted during military or contractor employment may also be used for appointment provided a NACI has been requested from OPM and there is no more than 12 months break in service since completion of the investigation.

Under an exception to DoD policy granted exclusively for the performance of the work described in this PWS, personnel performing the required services may be authorized to perform work on the DSAMS application provided they satisfy the requirements of paragraph C3.2.3.1 or satisfy the following criteria:

(1) Persons for whom a NACI has been requested and the NAC portion has been favorably completed may have access to the DSAMS software application code and data;

(2) Persons who are citizens of the United Kingdom (UK), Canada (CN), Australia (AT), or New Zealand (NZ), and who also satisfy the background check requirement described in paragraph (4) may have access to the DSAMS software application code for the purpose of transforming it, but they may not have access to DSAMS unmasked data;

(3) Persons other than those described in paragraphs (1) and (2) may not have access to the DSAMS software application code and/or data, but such persons may operate, configure, or modify a software transformation tool employed in performing the work described in this PWS provided such persons perform this work strictly without access to DSAMS software application code or data, perform the work in the United States, satisfy the background check requirement described in paragraph (4), and are not otherwise prohibited by statute or regulation from performing work for the contract (see, e.g., regulatory provisions concerning prohibited sources in FAR subpart 25.7 and DFARS subpart 225.7); and

(4) The contractor must maintain and make available to the contracting officer documentary evidence that personnel other than those resident in the U.S. for whom a NACI has been requested and the NAC portion has been favorably completed have completed a favorably adjudicated background check analogous to the background investigation required for personnel authorized to handle U.S. SECRET classified material under reciprocal defense agreements conducted by such persons' national police agency or comparable national investigative service;

(5) The contractor must agree in its proposal to cooperate with a Supplier Assurance evaluation by DoD's Counter-Intelligence Field Activity (CIFA) or suitable equivalent agency to be initiated upon award of the contract.

2.8 Foreign Acquisition Considerations

Contracts for performance of the services described in this PWS are subject to trade agreements that may affect the evaluation of offers submitted by firms proposing to deliver products and services of firms established in countries other than the United States. The contractor must deliver only U.S.-made, qualifying country, or designated country end products (including services) unless, in its offer, it specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation; and offers of U.S.-made, qualifying country, or designated country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or a national interest waiver has been granted. The Defense Federal Acquisition Regulations Supplement (DFARS) 252.225-7021, Trade Agreements; DFARS 252.225-7020, Trade Agreements Certificate; and DFARS 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country, provide important information applicable to contracts for the services described in this PWS.

2.10 Access to Business Data

The foreign government data in DSAMS, while unclassified, is sensitive. DSCA will provide, 60 days after contract award, a full-sized, fully-populated database to be used by the Transformation Contractor for development, testing and debugging. If the transformation workforce is composed exclusively of personnel for whom NACIs have been requested with favorably completed NAC background investigations, this database will be a copy of the current Production database. If any members of the contractor's team lack favorably completed NAC background investigations, but otherwise meet the personnel security requirements specified in PWS paragraph 2.7, the data will be masked, or sanitized, to protect sensitive data. DSCA will utilize an identical database for its initial acceptance testing for comparison with the contractor's result. For the ultimate success of the transformation, the DSCA's final acceptance testing must be performed with true production data. For any discrepancies that DSCA discovers between (1) the contractor's and DSCA's results utilizing the identical masked data, and (2) DSCA's subsequent testing utilizing true production data, DSCA will identify what changes are needed to the masked data to allow the contractor the opportunity to adjust its transformation approach accordingly. Beyond this, DSCA will accept the risk that an accepted transformation product might not work properly with true production data in isolated instances.

2.11 Contract Structure

DSCA intends to acquire this transformation service on a firm-fixed price (FFP) basis. The contractor is required to deliver a transformed application that can be placed into service with confidence. The contract will be structured with two phases: the Trial Transformation phase and the Final Transformation

phase. The Trial Transformation phase must be successfully completed to proceed to the Final Transformation phase.

3.0 SPECIFIC CONTRACT REQUIREMENTS

3.1 Tasks in the Trial Transformation Phase

3.1.1 The contractor will refine or reiterate the target language and the computing environment (hardware and commercial off-the-shelf (COTS) software) in which the transformed code will be developed, maintained, and operated, as described in its proposal. A report describing this environment shall be delivered 30 days after receipt of notice to proceed from the contracting officer. Only a Unix or a Windows operating system is acceptable. The report must indicate what protocols and standards (e.g., SOAP, WSDL) are provided by the middleware. A specific brand name(s) for any Integrated Development Environments (IDE) is required and must be approved by DSCA. The report must identify a "source code control" product. A product for regression testing should be recommended. Any proposed deviations from the environment described in the contractor's proposal must be explained. The estimated initial and recurring retail costs of these commercial products must be identified in the report. The estimated Total Cost of Ownership, over a 5-year life cycle, of any commercial hardware and software must be provided in the report. DSCA will accept only two target environments: J2EE-compliant Java and Microsoft .Net (either C#.Net or VB.Net). The report should be sufficiently specific that it can provide the basis for any purchases of hardware or commercial software that will be needed for the DSAMS Test and Training and Production systems. Specifically, it should address the estimated size of the server(s). The contractor will also provide a work breakdown structure and project schedule to be used as the basis for subsequent progress reporting. The report may include interim milestones for which performance-based payments are made.

Performance Standard: The report is timely and DSCA determines it to be an adequate basis for proceeding with needed DSCA purchases.

Performance Measure: Each item of information, listed above, is included. Recommended products are obtainable by the DSCA, have costs not disproportionate to the size of the transformation project, and are not known to be inefficient to use or containing insufficient security properties. Any intermediate milestones used for progress payment purposes are measurable.

3.1.2 The contractor is responsible for providing all the hardware and software necessary at the contractor's location to perform the transformation at the contractor's facility. This development environment must be established no later than 60 days after contract start. This will not be DoD-owned equipment, but rather contractor-owned or leased equipment necessary to provide the services required by DSCA. The costs of such equipment, appropriately sized, will be included in the contractor's proposal. This equipment must include a Unix operating environment and Oracle DBMS capable of housing the DSAMS Oracle DBMS data with which the transformed UDS code must interact. The DBMS employs triggers and stored procedures without which the application cannot properly function. This equipment must also include a client server, or client workstations, that can accommodate the Windows operating system, Oracle Reports, the Impromptu reports package, transformed custom client software, and an appropriate run-time environment. (The contractor will presumably need to run certain DSAMS Oracle and Impromptu reports to obtain totals from the database to be compared to the legacy system. The contractor must also confirm that Impromptu and Doc-to-Help can be launched from the transformed application.)

Performance Standard: The contractor is ready to begin transformation work within 60 days of award.

3.1.3 The contractor will receive the latest version of DSAMS UDS code and Oracle DDL and DML in production at the date of contract award within 2 weeks of award. The contractor will receive a database (masked or unmasked as appropriate) within 60 days of contract award. The contractor will transform 100% of this code to the target language and environment at the contractor's facility. The transformation should preserve the names of variables, object classes, etc. It should also preserve comment lines if

possible. DSCA's nominal target date for completion of the Trial Transformation and associated acceptance testing is roughly 30 April 2009, although that may be revised based on the contractor's proposed schedule. DSCA anticipates that acceptance testing will require at least 3 months if performed at the end of the Trial transformation and if no errors are found. However, an alternate approach would be for DSCA to be continually testing, along with the contractor through the development and debugging process. The contractor's proposal should address the contractor's approach to delivering transformed code sequentially, iteratively, or in a single delivery.

Performance Standard: The contractor delivers a 100% transformed application by the date indicated in the proposal. The application compiles and runs without "crashing".

- 3.1.4 The contractor will install a copy of the transformed code and its supporting software/middleware environment at DSADC for testing purposes. DSADC will purchase the server hardware and operating systems in accordance with the product specifications in task 3.1.1 and will harden the operating systems to DoD standards. This installation must be complete within 14 days of completion of the transformed code in 3.1.3 above or earlier if the contractor prefers extended parallel government testing as a defect identification process. However, this installation will be no sooner than 180 days after completion of Task 3.1.1 to allow for DSADC acquisition of necessary hardware. The contractor will furnish documented installation and configuration instructions to allow DSADC to reinstall the application if necessary.

Performance Standard: The installed system runs compiled code at DSADC without crashing. The DSADC staff confirms that the documented installation procedures are sufficient to reinstall the application if necessary. Any areas of ambiguity will be returned to the contractor for clarification.

- 3.1.5 DSCA will create a legacy application instance and database on the Test and Training server located in a DoD data center that is identical to the business data provided to the contractor for development testing. This will be completed no sooner than 90 days after completion of Task 3.1.1 or whenever the contractor wants DSCA to assist in defect identification and/or acceptance, whichever is later. The contractor will be provided access to this instance. The contractor will perform parallel functional tests using the transformed code at the contractor site and the legacy code on the Test and Training System. When functional performance is identical and response time is comparable, the contractor will certify that the system is ready for DSCA acceptance testing. DSCA's target date for this certification is expected by about December 2008 (but will be revised based on the contractor's proposed schedule). DSADC personnel or other DSCA contractors will assist the contractor in defining meaningful functional tests for purposes of parallel testing. This certification is required whether or not DSCA participated in concurrent testing throughout the transformation process.

Performance Standard: The application and contractor certification are delivered on schedule. Defects or poor performance are not immediately apparent when conducting primary use cases.

- 3.1.6 DSCA personnel will perform parallel testing of the code resulting from the Trial Transformation in the December 2008 – May 2009 period (or other period as proposed by the offeror). DSAMS is such a large application that DSCA anticipates it will require up to 3 months of manual testing to adequately explore correctness of all the functionality, assuming no defects. The contractor will trouble-shoot and resolve any functional or performance shortfalls identified by DSCA. This will likely be an iterative process in which DSCA detects problems and the contractor resolves them. The contractor should generally resolve defects by altering the transformation tool(s) rather than coding by hand in the target language. Otherwise, the same coding changes will again be required in the Final Transformation phase. The contractor is required to achieve 100% functional equivalence and to achieve response times not noticeably longer than the legacy's for all the UDS code in the Trial phase by May 2009 (or an alternate date for completion of the Trial transformation phase as proposed by the contractor). (As a rough guide, "response times not noticeably longer" should be interpreted as no greater than 5% longer, although DSCA can be more flexible in this regard on certain DSAMS batch functions.) DSCA will so certify if and when this goal is

achieved. Army, Navy, and Air Force users will not participate in the Trial Transformation phase acceptance testing.

Performance Standard: DSCA can detect no instances where transformed Trial Transformation code does not perform business functionality in a manner identical to the legacy UDS environment and no instances where on-line or batch response time is noticeably worse than that of the legacy UDS environment.

Performance Measures: These comparisons will be made between transformed code on the Test and Training system and legacy code on the same system, both using the same database. (For a Windows environment, an additional application server will be added to the system.) Direct comparisons of functional behavior and response time will be made. Any identified defects will be tracked until resolved by the contractor. Acceptance occurs when the defect backlog is eliminated.

3.2 Tasks in the Final Transformation Phase

3.2.1 In approximately May 2009 (or at another time proposed by the offeror), DSCA will furnish the contractor with a “final” version of the UDS legacy code, reflecting the enhancements that allow the Air Force to fully use DSAMS TM and the post-deployment defect reduction occurring in the October 2008 – May 2009 period. The contractor’s receipt of this final version of the UDS legacy code constitutes the start of the Final Transformation phase. The contractor will transform this code and deliver it to DSCA within six weeks of the start of the Final Transformation phase, or on some other schedule as contained in the contractor’s proposal. (If deployment to the Air Force does not occur in October 2008, DSCA will select a version of the latest production code sometime in the October 2008 – May 2009 period for use in the Final Transformation phase.) The exact date of the version will depend on when acceptance of the product from the Trial Transformation is obtained and when DSCA has a relatively “clean” version of the code to provide. Upon delivery to DSCA of the Final transformed code, the contractor will certify that there are no known defects in functionality or performance.

Performance Standard: The application and contractor certification are delivered on schedule. Defects or poor performance are not immediately apparent when conducting primary use cases.

3.2.2 DSCA and MILDEP personnel will conduct subsequent parallel testing of the transformed code delivered in 3.2.1. The contractor will repair all functional or performance defects. DSCA’s objective would be to complete this test and repair cycle in 6 weeks. However, quality is paramount, so DSCA is prepared to conduct test cycles until a satisfactory final product is obtained. DSCA will so certify if and when this goal is achieved.

Performance Standard: DSCA and the MILDEPs can detect no instances of where transformed Final code doesn’t perform functionally in a manner identical to the legacy and no instances where on-line or batch response time is noticeably worse.

Performance Measures: These comparisons will be made between transformed code on the Test and Training system and legacy code on the same system, both using the same database. (For a Windows environment, an additional application server will be added to the system.) Direct comparisons of functional behavior and response time will be made. Any identified defects will be tracked until resolved by the contractor. Acceptance occurs when the defect backlog is eliminated.

Note that in both phases, the contractor’s responsibility for providing hardware (if any) and operating systems is limited to their own site. For commercial software, the contractor is required to provide run-time and development environment software both for their own site and for the Development System at the DSADC site. DSCA will acquire software already used in the legacy system such as Oracle and Impromptu. The DSADC staff will perform software installation at DSADC with Transformation contractor guidance and assistance as regards configuration. DSCA will assume responsibility for the acquisition of the commercial software and hardware necessary for the

Test and Training System and the Production system based on the contractor’s technical description in 3.1.1. DSCA will also assume responsibility for the installation of the transformed code at the production sites, in accordance with the configuration guidance provided during the installation at DSADC.

3.3 Program Management Tasks

In addition to the transformation work itself, DSCA requires certain program management services and reporting. This must include a monthly report on progress against schedule, based on the contractor’s proposed work breakdown structure. The schedule and progress reports can be delivered electronically as an attachment in Microsoft Project. The monthly report must also include identification of any problems or other issues requiring DSCA response or assistance. The monthly report must also notify DSCA of any personnel changes and the contractor’s plans for personnel replacement. DSCA requires the contractor to use a defect tracking system so that the contractor and DSCA can communicate by trouble ticket number when discussing defects, their state of repair, and their readiness for DSCA retest. Consequently, DSCA requires that the monthly report include a list of open trouble tickets and their status. Such a trouble ticketing system exists at DSADC and the contractor can be provided access to it via Citrix.

3.4 Documentation and Artifact Tasks

The contractor must deliver some form of automated or paper-based documentation describing the transformed system. The minimum requirement is for a mapping of legacy functional components to new ones. If any class is eliminated, an explanation of how and why, and what takes its place, should be provided. Functional specifications are not required unless the contractor develops new code by hand or refactors transformed code such that a one-to-one mapping to legacy code is not possible. Finally, the contractor will likely use some collection of industry standard development tools to support the target development environment, to include an Integrated Development Environment (IDE), source code management and versioning system, automated testing facility, batch build facility, etc. These tools, and procedures for their use, as well as any other project-unique configuration settings or other relevant documentation necessary to use the new development environment must be documented.

3.5 Schedule Summary

The following table contains an estimated schedule. DSCA can tolerate some significant variations from this schedule to accommodate contractor capabilities or reduce risks. However, DSCA wants to keep the Final Transformation phase to the minimum duration necessary to obtain a quality product since changes to the Production system cannot be made during this period without also making the same changes manually on the transformed system after the transformation is completed. In addition, MILDEP user availability for acceptance testing is very limited during every mid-August to mid-October timeframe due to work associated with the end of the U.S. government’s fiscal year. So if the Final Transformation Phase acceptance testing cannot be completed by mid-August 2009, the Final Transformation should be rescheduled to require acceptance testing after mid-October 2009.

DSCA cannot guarantee that performance of this contract will commence in October 2007. Neither can DSCA specify the schedule in terms of time from the start date because events such as deployment to the Air Force and MILDEP non-availability cannot be adjusted. Consequently the contractor must allow flexibility for a delayed start date.

DSCA’s Proposed Nominal Schedule

YEAR	MAJOR MILE-STONE	DATE	EVENT
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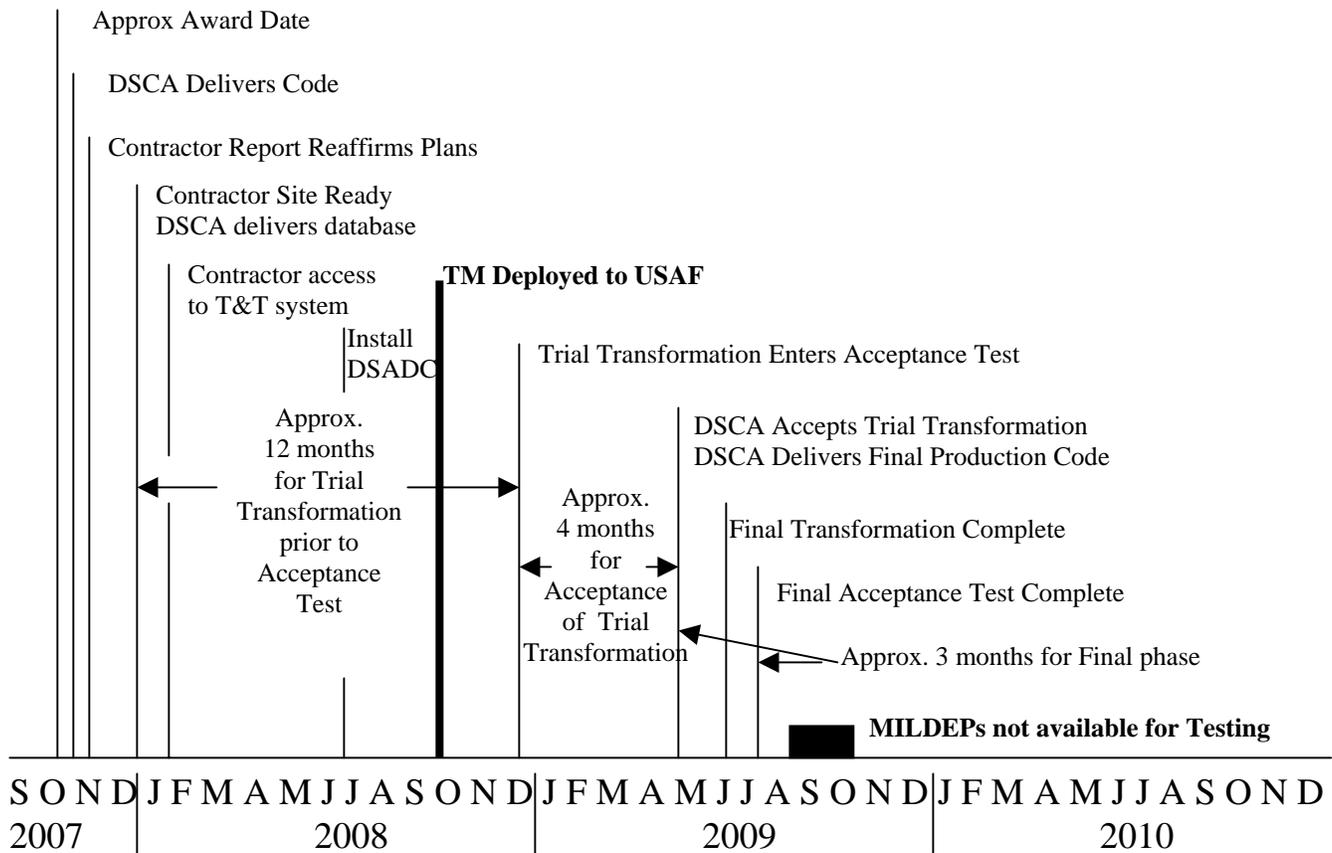
2007		31 Oct	Estimated Date of Contract Award
		14 Nov	Government-Furnished Information: Latest UDS Production code and DBMS DDL provided to contractor for use in Trial Transformation
	1	30 Nov	Deliverable: Report describing target environment
		31 Dec	Deliverable: Contractor certification that it has all necessary hardware and commercial software at the contractor site.
		31 Dec	Government Furnished Information: A populated database, with data masked if necessary.
2008		31 Jan	Government Furnished Information: Access provided to designated contractor personnel for parallel testing on Test and Training System
		14 Jul	Deliverable: Hardware and software installation on Development System at DSADC
	2	31 Dec	Deliverable: First complete draft of transformed Trial Phase code (Can be sooner or delivered in increments for concurrent testing by DSCA.)
2009	3	30 April	Deliverable: An accepted version of the Trial Transformed code, after remediation of defects found by DSCA testing in the 1 Jan – 30 April period
		1 May	Government-Furnished Information: Final version of UDS production legacy code provided to contractor for the Final Transformation
	4	15 Jun	Deliverable: First complete draft of transformed Final phase code
	5	31 Jul	Deliverable: Final version of Final phase transformed code, after remediation of defects found in DSCA/MILDEP testing in the 15 June – 30 July period.
		31 Jul	Documentation and artifacts for the storage and maintenance of the transformed code.
All years		15 th of every month	Monthly Report for the prior month showing progress against baseline schedule, personnel changes, trouble tickets and status, and problems or issues for DSCA.

The following figure illustrates a nominal schedule. The contractor's proposed schedule must accurately reflect contractor capabilities. The only unchangeable aspects of the schedule are:

1. Contract award cannot occur prior to 1 October 2007.
2. A deployment to the Air Force, if it occurs, must be in late October 2008 and DSCA will require at least 7 months to stabilize the legacy application after deployment.
3. The MILDEPs are not available for Final acceptance testing in the mid-August to mid-October period of any year.
4. The Final Transformation, including associated acceptance testing, must be as short as possible.

The DSCA Proposed Nominal Schedule was fashioned to attempt to complete the Final Transformation acceptance test prior to MILDEP non-availability in mid-August 2009. However, DSCA requires that the contractor recommend a realistic schedule that matches the contractor's capability to deliver with low risk. (For example, a contractor needing more time could elect to complete the acceptance testing of the Trial Transformation phase by, say, 31 August 2009, followed by a Final Transformation phase whose acceptance testing might end on, say, 15 December 2009. This schedule would bracket the MILDEP non-availability in the mid-August-to-mid-October period of 2009.)

DSCA's Proposed Nominal Schedule*



Notes:

- DSCA cannot ensure date of award or that the testing and repair cycles will be of the duration shown.
- **Bold** shows dates that cannot be adjusted

4.0 PERFORMANCE REQUIREMENTS

4.1 This solicitation expresses performance requirements in the following manner:

Each performance requirement may contain the three elements below. In each case, the elements taken together constitute a performance requirement.

- Performance Objectives—are statements of the outcome or results expected of the contractor. Performance objectives specify what is to be done; they do not specify how it is to be done.
- Performance Standards—are the targeted levels of required acceptable performance for determining the accomplishment of specified performance objectives.
- Performance Measures—are the methods to be used by the Government to monitor or assess how well the contractor performs the specified objectives.

4.2 Use of Performance Measures and Standards

Not every performance objective in this solicitation has a related performance standard or measure. However, meeting every performance objective is a contractual obligation. For those performance objectives that do not specify a performance standard or measure, the standard or measure is inferred to be in accordance with standard commercial practices (that is, it substantially complies with customary trade practice). When specified, performance standards and measures may be used to achieve a variety of goals, including the collection of data to test the practicality of a performance standard, the identification of a performance standard of less than 100 percent compliance, emphasis on the most critical performance objectives, the collection of data to support quality assurance and remedies (including the evaluation of past performance and for discussions at appropriate meetings), and other similar goals.

4.3. Document Deliverable Criteria.

The government may accept reports, documents and narrative type deliverables only when all discrepancies, errors or other deficiencies in these deliverables identified in writing by the Government have been corrected. For the initial (draft) deliverables required by this Performance Work Statement (PWS), the following procedures will apply:

The Government will provide written acceptance (where e-mail is an acceptable form of written correspondence), comments and/or change requests, if any, within 15 working days from receipt by the Government of the initial deliverable. Upon receipt of the Government comments, the contractor shall have 15 working days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

If the Government provides no written acceptance or comments within 15 calendar days of submission of draft, the draft deliverable shall be deemed acceptable as written and the contractor may proceed with the submission of the final deliverable product.

5.0 Government Furnished Equipment (GFE)/Government Furnished Information (GFI).

The contractor must perform all work at the contractor's facility, with the exception of guiding the installation of software on the Development server at DSADC. The contractor must provide all automation support, including commercial software, for its staff.

DSCA will provide four categories of information:

1. At the start of the Trial Transformation phase, DSCA will provide the contractor with a copy of the UDS Production source code current as of the date of award. DSCA will also supply the Oracle DDL and DML. Within 60 days of contract award, DSCA will provide a copy of a database. (If the transformation team consists entirely of personnel with favorably adjudicated U.S. NAC-I background investigations, then a copy of the DSAMS Production database will be provided. Members of the transformation team will be required to sign a non-disclosure statement regarding the Production data. If the transformation team includes personnel other than those with favorably adjudicated NAC-I background investigations (see paragraph 2.7), an artificial database in which sensitive data is masked will be provided.) In addition, DSCA will supply the Impromptu repository and Oracle reports to allow the contractor to use reports to compare summary data to that of the legacy. The contractor will be responsible for buying as many copies of Impromptu as deemed necessary for comparative testing.

2. DSCA will provide access to two computer services:

- a. Access to the Test and Training System at the DISA data center in Oklahoma City to allow the contractor to autonomously compare the transformed systems functionality and performance to that of the legacy system. For this purpose, the contractor will need to install the Citrix Metaframe ICA client on their workstations. The contractor will also need to assign static Internet Protocol (IP) addresses to all workstations needing access to the Test and Training system.
- b. Access to the DSADC Local Area Network (LAN) to reach the DSAMS Enterprise Data Base (DEDB) used for trouble ticketing and to access certain file servers containing information related to the project. Each user will employ a browser-invoked Citrix plug-in client and requires a static IP address for this access. (The use of DEDB for trouble tickets for this project is the contractor's choice. The contractor can elect to use a different system as long as defect status can be ascertained by DSCA.)

For each type of access, the contractor is required to submit an appropriately completed security access form for each user.

3. At the start of the Final Transformation phase, DSCA will provide the latest versions of the UDS Production source code, the Oracle DDL and DML, a database containing either real or dummy business data, depending on contractor workforce personnel security clearances, the Impromptu repository and Oracle reports.
4. DSCA will provide functional expertise to explain the underlying business processes and to show the contractor how to use the DSAMS application for most important use cases. The broad nature and location of this support will depend on the contractor's requirements as stated in their proposal. The exact timing and nature of this support will be refined by negotiation subsequent to contract award.

6.0 Corporate Participation and Security

In accordance with the waiver to DoD 5200.2-R granted uniquely for this acquisition, the contractor and all subcontractors must be incorporated or otherwise legally constituted for the purpose of doing business in the US, UK, CN, AT, or NZ, except if their role is limited to supplying tools to a U.S. firm. However, corporate participation may be further limited by trade agreements that favor U.S., qualifying country, or designated country services. Moreover, no software tools, provided by firms in Cuba, Libya, Iran, North Korea, Sudan, Syria, Russia, or China or other prohibited sources may be used to perform work for this PWS. All non-U.S. firms from the UK, CN, AT, and NZ must consent to a Supplier Assurance review by a suitable U.S. government agency, such as the DoD Counter-Intelligence Field Activity. Such review is not a criterion to be met prior to contract award, but DSCA reserves the right to terminate the contract, for cause, if consent and cooperation is not granted or if there is an irremediable negative security finding.

7.0 Other Pertinent Information or Special Considerations

Packaging, Packing and Shipping Instructions are as follows: the contractor will provide all deliverables and other project related products, reports, etc., as an electronic file e-mail attachment whenever possible. The contractor will generate all document deliverables in English in standard DSCA office automation software products (e.g., Microsoft Word). If the contractor determines that it would be more beneficial to DSAMS to use non-standard office automation software to generate any of the required deliverables, the contractor must notify and receive approval from the Contracting Officer’s Representative (COR). One (1) hardcopy with 2 soft copies of the product, on media approved by the Contracting Officer’s Representative (COR), will either be hand delivered or mailed by certified mail to the COR. All software, documentation, training literature, and any other deliverables described in this Performance Work Statement will be wholly owned by DSCA.

8.0 Contractor Travel

Periodic travel will be required for testing, data gatherings, and meetings. Estimated travel is shown in the table below. For example, the estimate shows 5 trips to Mechanicsburg, Pennsylvania for 4 people at 5 days each. In actuality, the travel may turn out differently, e.g., one trip may require only 3 people for 4 days, or a sixth trip may be needed for 1 person for 2 days, etc. The total cost of the overall travel is not to be exceeded, even if the details of the actual trips differ from the Government provided estimate in the contract solicitation for pricing purposes.

Year	#Trips	Location	# People	#Days
2007	2	DSADC, Mechanicsburg, PA	4	5
2008	6	DSADC, Mechanicsburg, PA	3	5
2009	3	DSADC, Mechanicsburg, PA	3	5
Note: Contractor’s location (e.g., near Mechanicsburg) may eliminate some travel requirements				

Note: All non-local contractor travel must be approved by the contracting officer prior to travel. Payment for travel expenses will not exceed the rates established in the DoD Joint Travel Regulations for federal employee travel.

9.0 Invoice Certification

The contractor should submit all performance-based payment requests and invoices to DSCA’s Contracting Officer’s Representative as follows:

Defense Security Cooperation Agency
 Attn: Jim Pollitt, DSCA/IT/PMO
 201 12th Street South, Suite 203
 Arlington, VA 22202-5408
 TEL: (703) 604-6585

Performance-based payment requests shall include as a minimum, the following information in order to ensure proper payment:

- a. Name and address of the contractor (legal and doing business as);
- b. CAGE Code number (obtainable at <http://www.ccr.gov>)
- c. Payment Request number and date;
- d. Contract Number;
- e. Major or minor milestone achieved;
- f. Name, title, and phone number of person to be notified in case of defective request.

Invoice documents, if any, shall include as a minimum, the following information in order to ensure proper payment:

- a. Name and address of the contractor (legal and doing business as);
- b. CAGE Code number (obtainable at <http://www.ccr.gov>)
- c. Invoice number and date;
- d. Contract Number;
- e. Contract line items number(s) and/or sub line item number for service/delivery rendered;
- f. Period of Performance covered by invoice;
- g. Name, title, and phone number of person to be notified in case of defective invoices.

10.0 FEDERAL GOVERNMENT HOLIDAYS

For planning purposes the U.S. Federal Government will not be open for normal operation on the following federal holidays:

New Years Day	Independence Day	Thanksgiving Day
Martin Luther King, Jr. Day	Labor Day	Christmas Day
Presidents Day	Columbus Day	
Memorial Day	Veterans Day	

DSCA will provide at least two weeks notice of other events that might preclude availability of the DSADC workforce and facility (e.g., annual picnic).

11.0 POINT OF CONTACT FOR ANY CONTRACTUAL MATTERS:

Lisa Davis
 Contracting Officer
 201 12th Street South, Ste 203
 Arlington, VA 22202-5408
 Email: Lisa.Davis@dscamil
 Commercial: (703) 604-0893

12.0 VISITS TO DSADC

The following procedures apply to visits to DSADC, which resides on a Navy base in Mechanicsburg, PA:

- 1. Visit requests for all visitors must be completed one week in advance of the visit. A DSADC contact will be provided to assist you through this process. The same contact will also provide travel and hotel information, if needed.
- 2. Contractor personnel will be required to sign a Non-Disclosure Agreement in advance of removing Government Intellectual Property from the DSADC premises.
- 3. Foreign National visitors will be escorted at all times.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 09-NOV-2007 TO 08-NOV-2009	N/A	DEFENSE SECURITY COOPERATION AGENCY-IT MR JIM POLLITT DSAMS PROGRAMS MANAGEMENT OFFICE (PMO) 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22202-5408 Q(703) 604-6585 FOB: Destination	HQ0013
0002	POP 09-NOV-2007 TO 08-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0003	POP 09-NOV-2007 TO 08-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013

Section G - Contract Administration Data

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Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	SEP 2006
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	FEB 2002
52.222-50	Combating Trafficking in Persons	APR 2006
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004

52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.225-7020	Trade Agreements Certificate	JAN 2005
252.225-7021	Trade Agreements	MAR 2007
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It has, has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) it has developed and has on file, has not developed and does not have on file, at each establishment,

affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

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

(End of provision)

52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must--

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of provision)

52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress, or (ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title. (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for

property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____ ; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from DSCA, 201 12 Street, Ste. 203 Arlington VA 22202.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/farsite.html>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/farsite.html>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is --541519.

(2) The small business size standard is ----\$23 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

Paragraph (c) applies.

Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within 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 the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

FAR Clause	Title	Date	Change
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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)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, 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 proposal or revision is due.

(ii)(A) Any proposal, modification, or revision 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--

(1) 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 proposals; or

(2) 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

(3) It is the only proposal received.

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

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

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals 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.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
- (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) 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)

ADDENDUM TO 52.215-1

**ADDENDUM TO FAR 52.215-1 INSTRUCTION TO OFFERORS - - COMPETITIVE ACQUISITION
(JAN 2004)**

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

- (1) **Proposal Format** - All offerors must submit written proposal materials as described below and in the quantities of each volume as stated. In addition, the Offeror should also provide an electronic version of its proposal on Microsoft Windows-compatible 3.5-inch 1.4 MB diskette(s) or 650 MB CD-Rom (CD-R) in Microsoft Windows Word 2000 and Excel 2000 format or latest version. Any pricing information will be on separate disk(s) 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.

If the vendor wishes to propose more than one major option in technical or teaming approach, then a completely separate proposal should be submitted for each, to include all three volumes cited below.

Volume I - Contracting/Pricing Volume - (Submit 1 with original documents, and 3 copies):
Contracting/Pricing Volume will be submitted separately with all executed RFP Documents.

Volume II - Technical Capability (Submit 1 with original documents and 3 copies) - The Technical Capability Statement will consist of a document that outlines the company's concept of operations, to include its skills and capability to meet the requirements of this acquisition. Offerors must demonstrate capability and experience in the areas of; understanding of the work, management of operations, and quality control as described in Paragraph 2 (Proposal Composition Requirements and instructions) below.

Volume III - Past Performance Information (Submit 1 with original document and 3 copies) - The offeror must submit Past Performance Documentation in accordance with instructions provided below in the proposal composition requirements and instructions.

(2) Proposal Composition Requirements and InstructionsVolume I – Contracting/Pricing Volume:

1. The Contracting/Pricing Volume shall consist of the OFFER (the solicitation document as completed and signed 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 I.
3. Offerors shall comply with all requirements of the proposal submission instructions. Deviations shall be fully explained; however, inclusion of price/cost in documents other than the Price Proposal is not an acceptable deviation.
4. DSCA will allow the contractor to submit performance-based contract financing requests upon completion of specific achievements. These requests can be no more frequent than monthly. The achievements will be characterized as major milestones or minor milestones. DSCA will specify major milestones and specific cumulative percentages of the total project cost that DSCA will pay at those milestones. The contractor's proposal should include any minor (i.e., intermediate) milestones and the cumulative percent of total project cost to be paid at those minor milestones.

For performance-based payment schedule purposes, five major milestones are identified:

- 1) Completion of the technical report, nominally due 1 month after contract award and acceptance thereof.
- 2) Delivery of the Trial Transformation software for DSCA acceptance testing, along with an accompanying statement from the vendor that the vendor is not aware of any defects in functionality or performance.
- 3) Acceptance of the Trial Transformation software by DSCA.
- 4) Delivery of the Final Transformation software and all system documentation for DSCA acceptance, along with an accompanying statement from the vendor that the vendor is not aware of any defects in functionality or performance.
- 5) DSCA/MILDEP acceptance of the Final Transformation software.

The offeror's proposal will provide the schedule for achieving these major milestones. The offeror's proposal may also propose intermediate milestones between major milestones 1 and 2 and between milestones 3 and 4 and associated cumulative percents of total project cost. DSCA will make performance-based payments upon receipt of requests and evidence of achievement, such that

- a.) specific percentages of total contract value are not exceeded by cumulative payments up to each major milestone and
- b.) minor progress payments are made when the minor milestones are actually achieved (as distinct from when they were scheduled to be achieved).

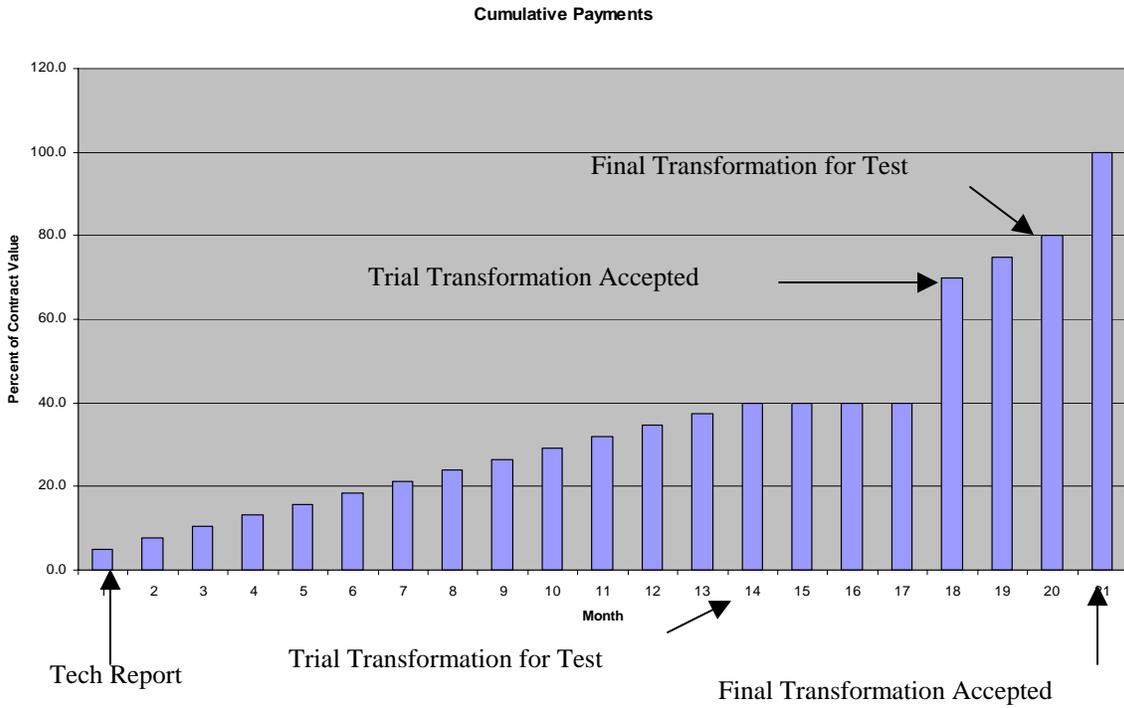
However, there will be no performance-based payments between milestones 2 and 3 or between milestones 4 and 5 when DSCA acceptance testing is ongoing. The contractor can limit cost exposure during these periods by delivering high quality products for testing so that the test and repair cycle is minimized. The final 20% of contract value will be paid upon satisfactory acceptance test by DSCA and the MILDEPs.

The cumulative payments, as a fraction of total project cost, to be paid by DSCA are as follows:

Major Milestone		Cumulative Payments as a Percent of Total Contract Cost
1	Technical Report	5%
2	100% of Trial Transformation code for Acceptance Test	40%
3	DSCA Acceptance of Trial Transformation	70%
4	100% of Final Transformation code for Acceptance Test, plus Documentation	80%
5	DSCA/MILDEP Acceptance of Final Transformation	100%

As an example, the difference in cumulative payments between major milestone 1 and milestone 2 is 35%. Suppose the offeror proposed N months between milestones 1 and 2. If the offeror elected to schedule N specific measurable achievements of equal value between milestones 1 and 2, then the offeror could submit progress payment requests for 35%/N each month during that period. The offeror would also need to propose a method by which DSCA could evaluate the achievement of each of these intermediate milestones. If a major or minor milestone is delayed beyond its scheduled date, any performance-based payments would be made when the milestone was actually achieved rather than on the original schedule. In evaluating the vendor's technical and price proposals, DSCA will assess the reasonableness and measurability of proposed intermediate milestones and associated incremental payments. The offerors can elect to not propose minor milestones and receive performance payments only at major milestones.

The following figure shows an example of a performance-based payment schedule assuming that the vendors proposed schedule was identical to the DSCA Proposed Nominal Schedule in Section 3.5 of the Performance Work Statement and that equal minor milestones were proposed at monthly increments where allowed.



Volume II – Technical Capability:

1. 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 five sub-factors listed below:

- a. Sub-factor A: Proven capability of the automated tool to transform UDS code and screens to the proposed target language, with near-100% automation. Bidders will be requested to indicate the number of lines of UDS code and the number of UDS screens that have previously been transformed with the tool, and the target environments achieved.
- b. Sub-factor B: Proven capability of the transformation team to transform UDS code to the target language. Bidders will be requested to indicate the number and size of the UDS projects on which each of the proposed staff has worked.
- c. Sub-factor C: Schedule compatibility with the DSAMS program's needs, in particular, shortness of the Final transformation and ability to complete the Trial transformation in roughly 19 months.
- d. Sub-factor D: Technical Approach: The contractor's overall technical approach to include target language, recommended software maintenance environment, nature of the user interface, likelihood of DSCA's ability to maintain efficiently, adequacy of documentation, technical risk, preservation of object classes, preservation of variable and class names, preservation of appropriately located comments, technical standards utilized, and support needed from DSCA. The technical approach will receive an adjectival rating supported by a narrative description.
- e. Sub-factor E: Ability to provide a workforce that meets the personnel security standards of DoDD 5200.2-R as waived by USD(I)/CI&S to (1) allow nationals of the United Kingdom, Australia, New Zealand, and Canada to modify DSAMS code and (2) to allow tool maintainers from countries other than countries of concern as long as they had no access to DSAMS code and data. Desirable to provide a workforce that will reduce the technical risks associated with using masked data.

2. To allow DSCA to judge these sub-factors, the offeror's technical proposal should include the following information:

- 1) Corporate description and capabilities. Indicate the specific participating subsidiaries and subcontractors, their size in personnel or gross revenue, and their major lines of business. Specifically identify the countries in which all firms proposed to perform services for the contract are established (including subsidiaries and sub-contractors). (Not to exceed 5 pages.)
- 2) Specific corporate prior experience with UDS/Forte transformation. Specific quantitative data is desired, preferably in tabular form, to include the following:
 - a. Regarding Software Transformation Tools:
 1. Does the vendor currently use an automated tool for UDS transformation?
 2. Does the vendor have an automated tool that could be modified to perform a UDS transformation?
 3. If "yes" to either questions 1 or 2 above:
 - a) What is the tool's name?
 - b) What firm owns the tool?

- c) With what degree of automation, if any, can (or will) the tool transform lines of UDS code?
 - d) With what degree of automation can (or will) the tool handle UDS screens?
 - e) Can the tool currently deliver Java/J2EE code? If yes, what version of J2EE?
 - f) Can the tool currently deliver .Net code? If yes, VB or C# or both?
 - g) Can the tool preserve object class structure?
 - h) Can the tool preserve object class names?
 - i) Can the tool preserve variable names?
 - j) Can the tool preserve and properly relocate comment lines?
 - k) Can the tool produce fat clients using SWING?
 - l) Can the tool produce fat clients using WINFORMS?
- b. Regarding magnitude of prior transformations performed by your firm, please provide answers to the following questions for each firm proposed to provide services for the contract in a table with column headings along the lines of the following example: "Prime Contractor" "Subcontractor or Subsidiary" "Total"
1. Total number of UDS lines of code transformed
 2. Total number of legacy screens of UDS transformed
 3. Total number of lines of UDS transformed to Java
 4. Total number of lines of UDS transformed to C#.Net
 5. Total number of lines of UDS transformed to VB.Net
 6. Total number of lines of UDS transformed to other languages
 7. Total number of UDS screens transformed
 8. Total number of UDS screens transformed to SWING
 9. Total number of UDS screens transformed to WINFORMS
 10. Total number of lines of other languages transformed
 11. Total number of lines of other languages transformed to Java/J2EE
 12. Total number of lines of other languages transformed to C#.Net
 13. Total number of lines of other languages transformed to VB.Net
- 3) Recommended Schedule: Please reproduce the list of milestones in the right column of the schedule table of Section 3.5 of the Performance Work Statement and enter the dates that your firm proposes. These should be dates that can be met with high confidence since they will form the basis for assessing contractor schedule compliance and for performance-based payments. This is particularly true for the 5 major milestones. Offerors should include additional interim milestones, reflecting a finer work breakdown structure that would be useful in contract performance tracking. This finer schedule should show when DSCA support is required. (If more than one schedule option is to be proposed, and if the additional option(s) has an impact on cost, a separate proposal should be submitted for each option.) If the offeror seeks to obtain performance-based progress payments for achieving interim milestones between major milestones 1 and 2 and between major milestones 3 and 4, then the offeror should identify measurable accomplishments for the interim milestones and how they would be measured. (Do not discuss the magnitude of performance-based payments in the Technical Proposal.) (not to exceed 5 pages.)
- 4) Support required from DSCA for successful contract performance: Describe what skills and knowledge, in what quantities, on what schedule, and in what locations DSCA support will be required. Remember, DSAMS is a large application and no single individual has detailed knowledge of all its functionality. The timing of this support should correlate with the proposed detailed schedule requested in (3) above. (Not to exceed 3 pages.)

- 5) Concept for DSCA acceptance testing: Offerors should describe a preferred concept for DSCA acceptance testing. Indicate whether your firm wishes to perform a total transformation and then submit all transformed code to DSCA for acceptance testing at once or whether your firm would prefer DSCA to engage in periodic testing during the transformation processes in an effort to find defects earlier. If the latter, please indicate when such DSCA testing should begin and the percent of the application per month that you expect to be available for testing. By having DSCA test during the transformation process, the contractor may reduce the time needed for DSCA formal acceptance testing. This may be important because no performance-based payments will be made during the formal acceptance test periods in both the Trial and Final transformations. (Not to exceed 3 pages.)
- 6) Transformation approach. Describe the technical approach proposed for the software transformation. This should be a textual discussion with emphasis on how the offeror will transform the UDS code, including “infrastructure”, business logic, and screens. Describe the technology proposed for screen transformation and the source legacy code for this transformation. The discussion should specify the target language, the run-time environment (specifically including the version number), the environment needed for maintenance, and recommendation of an appropriate regression testing tool suite for the target environment. Indicate if a “service oriented architecture” design would be employed. Identify the protocols and standards to be used in the middle-ware or runtime environment. Describe the tools to be used for the transformation and the vendor’s development environment. If modification of a tool is required to deal with the UDS code or to obtain the target environment, that necessity should be so stated and the effort and degree of automation sought should be described. Identify the proposed format of the target screens (e.g., SWING, WINFORMS, etc.). Describe the expected degree of refactoring, keeping in mind the DSCA’s dual need of retaining adequate runtime performance and ensuring that DSCA staff can still navigate the ‘new’ code to effect timely maintenance actions. Describe the proposed degrees of manual vs. automated transformation. Describe the degree to which library routines would be used to replace custom DSAMS code. Identify the products proposed to move data from its relational structure in the DBMS to an object-oriented structure. Propose the degree to which legacy code modifications should be performed prior to automated transformation, to facilitate that transformation. Describe the proposed plan for a turn-key software installation at DSADC. Explain the manner in which the proposed technical approach will ensure no substantial worsening of response time. This should include an indication of how the offeror will size an appropriate central application server if necessary. If capable, offerors should describe a plan for automatically producing browser-based screens. If there is a significant cost difference between “fat client” and browser-based screens, then each option should be a separate proposal. Provide insight into your perceptions of the difficulty of the entire DSAMS UDS transformation project. Specifically, from past UDS transformations experience, identify any areas that tend to be difficult to accomplish in the transformation process and how the offeror would overcome them. From past experience, are there portions of a UDS application that would be better handled by manual effort as opposed to automated conversion. (Not to exceed 24 pages.)
- 7) Products to be purchased by DSCA for the Development Environment at DSADC and the two production environments in the DISA data center: Enumerate in a table the products (including licenses) that the vendor expects DSCA to procure, their quantities, their list prices, annual maintenance costs, the location where they would be used, and the date by which they are needed. (Not to exceed 3 pages for the table and any product descriptions.)

- 8) Documentation: List in tabular form the documents proposed to be provided to DSCA to enable DSCA personnel to navigate and maintain the transformed code. Provide a short description of the contents and level of detail of each document. (Not to exceed 3 pages.)
- 9) Personnel qualifications. Include a table showing proposed personnel by name and their duties on this project. For each person, describe their prior experience in UDS/Forte transformation, including the lines of legacy UDS code in any projects on which they worked and the target environment achieved. Identify personnel security qualifications for each person proposed to perform services for the contract including a detailed description of the means by which the person satisfies, or will satisfy, Performance Work Statement paragraph 2.7 personnel security requirements (e.g., “U.S. citizen with favorably adjudicated NAC-I” or “citizen of [country name] with [trustworthiness certification or security clearance] issued by [agency name and description] on [date]”. Indicate what evidence of trustworthiness certification can be given to DSCA. For personnel for whom further vetting is planned, indicate whether it can be completed by contract start. In addition to the table, a resume must be submitted for each proposed member of the project. (Not to exceed 2 pages or resume per person.)
- 10) Corporate Trustworthiness Vetting: Firms not established in the United States must indicate their willingness to participate in a supplier assurance review by a DoD agency such as the DoD Counter-Intelligence Field Activity. (Not to exceed 1 page.)
- 11) Personnel Stability: Explain how the offeror will maximize personnel stability through the duration of the contract. Specifically address the means of retaining personnel if there is a hiatus between the Trial and Final phases. (Not to exceed 2 pages.)
- 12) Warranty: Offerors should describe any proposed warranties covering their work. (Not to exceed 1 page.)

Volume III - Past Performance Information

NOTE: In the event that an Offeror has no Past Performance history, e.g. a new firm, this rating factor will be considered neutral and will neither increase an Offeror's overall rating nor decrease it.

1. The offeror shall provide a minimum of five (5) references relevant to its past performance and its major subcontractor's past performance in providing similar services under existing or prior contracts for the last 5 years. The offeror shall have its references complete the Past Performance Questionnaire (PPQ), printed below, and have the references submit the completed PPQ directly to the Contracting Officer Mrs. Lisa Davis, Defense Security Cooperation Agency (DSCA) 201 12th Street, South, Ste 203, Arlington, VA 22202 before the closing date of this solicitation. Fax copies of the PPQ are acceptable and should be sent to 703-602-1671. The offeror's proposal should indicate the former clients to whom the PPQs have been sent.

2. The offeror shall provide a list of no more than three (3) contracts completed within the past three years, which clearly demonstrates the offeror's performance relevant to the requirements and a list of all relevant contracts and subcontracts currently in process. Contracts listed may include those entered into by the U.S. Government, other national, state, and local government agencies and commercial customers. This list should show, for each contract, the number of lines of code transformed, the legacy and target languages, and the start and end dates. Include the following information for each contract:

- Name and address of contracting activity, state or local government agency, or commercial customer.
- Point of contact (POC).
- Contract number.
- Contract type (fixed price/cost reimbursement, competitive/non competitive, negotiated/sealed bid)
- Contract value.
- A description of the services/work required under the contract, including performance location (s) and performance period.
- Name, telephone number, and facsimile number of the Contracting Officer or other individual responsible for awarding the contract.
- Name, telephone number, and facsimile number of the Administrative Contracting Officer or other individual responsible for administering the contract.
- Name, telephone number, and facsimile number of program manager, operations officer or other individual responsible for technical oversight of contract performance.

3. Offerors that are newly formed entities without prior contracts or new to the solicitation requirements, with no relevant past performance history, must list no more than three (3) references, for all key personnel whose experience the offeror proposes will demonstrate their ability to perform the solicitation requirements.

4. The offeror should provide information on problems encountered on the contracts and subcontracts identified above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance. General performance information will be obtained from the references.

5. The offeror may describe any widely recognized quality awards or certifications that the offeror has earned. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications. Identify the segment of the company (one division or the entire company) that received the award or certification and when the award or certification was bestowed. If the award or certification is more than three years old, present evidence that the qualifications still apply.

6. The Government may contact the references provided in the offer, former customers, etc. to enquire about past performance to include, but not limited to, its reputation for conforming to terms and conditions, for accurately estimating and controlling costs, for adherence to contract schedules (including the administrative aspects of performance); for reasonable and cooperative behavior, and commitment to customer satisfaction. The Government may contact references other than those identified by the offeror. The sub-factors are list below:

- a. Sub-Factor A, Quality of Service: Will be evaluated for the offeror's record of conforming to specifications and providing quality services.
 - b. Sub-Factor B, Timeliness of Performance: Will be evaluated for the offeror's ability to meet contractual performance schedules.
 - c. Sub-Factor C, Business Practices/Customer Satisfaction: Will be evaluated for the conduciveness of offeror's business practices to ensure a cooperative and frictionless relationship with its customers.
-

PAST PERFORMANCE QUESTIONNAIRE

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: _____

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II. Evaluated by:

Company/Organization/Address:

Name & Title: _____

Signature: _____ Date: _____

Telephone: _____ FAX: _____

III. Evaluation:

Please answer questions 1 through 13 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 on-site management and supervision.

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

12. Evaluate the availability, adequacy and suitability of the contractor's staffing for the work required.

4 3 2 1 0 N/A

Comment:

13. Evaluate the availability, adequacy and suitability of the contractor's gear and equipment for the work required.

4 3 2 1 0 N/A

Comment:

(3) **Proposal preparation costs** – This Request for Proposal does not commit the Government to pay any costs incurred in the preparation and submission of your proposal 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 proposal or for preparation of negotiations. By the submission of its offer, the offeror assumes all cost associated.

(4) **Obtaining DSAMS software for proposal preparation purposes** - To allow offerors to prepare accurate proposals, DSCA intends to provide potential offerors, upon request, with a compact disc (CD) containing the source code of the most recent UDS production software and the Data Definition Library (DDL) and the Data Manipulation Language (DML) objects for the Oracle database. Request for CDs must be submitted no later than 3 weeks after issuance of the solicitation.

DSCA requires potential offerors and associated individuals to execute non-disclosure agreements in order to obtain a CD containing DSAMS code, DDL, and DML objects. However, to expedite the offeror's access to the software, DSCA will ship the CD, via an expedited delivery service, based on an e-mail request with a copy of the signed offeror non-disclosure agreement (in .pdf format). A hardcopy request, with an original signature, must also be delivered to the contracting officer prior to the closing date specified in the solicitation.

Two types of non-disclosure agreements are required. One non-disclosure agreement must be signed by an official of the prospective offeror on behalf of the firm. A second form must be signed by every employee or agent of the offeror, including subcontractors and consultants, having access to the DSAMS code.

The requests from the potential offerors to obtain a CD must have the following statements:

1. A copy of the DSAMS UDS source code and Oracle Data Definition Library (DDL) and Data Manipulation Language (DML) objects, on compact disk, is being requested for purposes of preparing a proposal in response to solicitation number _____ [insert solicitation number].
2. This compact disk containing the source code, DDL, and DML objects (the "information") will be returned to the contracting officer no later than 14 days after submission of the offeror's final revised proposal.
3. [Insert firm name] will secure the information with at least the same protection afforded a client's confidential or proprietary information.
4. [Insert firm name] will obtain the DSCA contracting officer's approval before disclosing the information to anyone who has not executed a nondisclosure agreement.
5. No additional copies of the information will be retained in any form after the compact disk containing the information has been returned to the contracting officer.
6. Only citizens from the United States, United Kingdom, Canada, Australia, and/or New Zealand will review the information.
7. [Insert firm name] assigns to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of the information not consistent with the terms of this Agreement.
8. [Insert firm name] is established in [country]. [Insert subcontractor or agent] is established in [country].
9. [Insert firm name] will have on file a signed DSCA non-disclosure agreement for each person given access to the source code, DDL, and DML objects on the compact disk.
10. [Insert firm name] will provide oral indoctrination on how to protect the DSAMS UDS source code, DDL, and DML objects to each person given access to these items.
11. [Insert firm name] will transmit to the DSCA contracting officer copies of the signed non-disclosure agreements for each person to whom the information was disclosed. These forms will

be submitted to DSCA by the due date for proposal submission, regardless of whether the firm elects to submit a proposal.

The request letter must be signed by an officer of the firm authorized to bind the firm legally. The e-mail request and the formal letter should be sent to DSCA's contracting officer by 6 July 07, COB:

Ms. Lisa Davis
Contracting Officer
201 12th Street South, Ste 203
Arlington, VA 22202-5408
Email: Lisa.Davis@dscamail.mil
Commercial: (703) 604-0893

The non-disclosure agreement to be signed by each individual accessing the code for proposal preparation purposes is presented below.

**DEFENSE SECURITY COOPERATION AGENCY
NONDISCLOSURE AGREEMENT FOR DSAMS UDS CODE TRANSFORMATION ACQUISITION**

I, _____, an individual official, employee, consultant, or subcontractor of _____, intending to be legally bound, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain information, specified below, that is owned by, produced by, or in the possession of the United States Government.

The information is sensitive but unclassified information¹ described as follows:

The Unified Development Server (UDS) source code, to include Oracle Data Definition Language and Oracle Data Manipulation Language (DML) objects, for the Defense Security Assistance Management System (DSAMS), a business software application of the U.S. Defense Security Cooperation Agency (DSCA). This information is unclassified and includes information considered to be For Official Use Only (FOUO).

I attest that I will comply with the standards for accessing, disseminating, handling, and safeguarding the information to which I am granted access pursuant to this Agreement and in accordance with the guidance provided to me for handling FOUO information.

Specifically, I will make no personal copies of the source code. I will remove no copy of the source code from the facility in which I work. I will not discuss the source code with anyone not working on the software transformation proposal or contract. I will secure the information with at least the same protection afforded a client's confidential or proprietary information. I will obtain the DSCA contracting officer's approval before disclosing the information to anyone who has not executed a nondisclosure agreement.

I understand and agree to the following terms and conditions of my access to the information indicated above:

1. I acknowledge that I have received a security indoctrination concerning the nature and protection of information to which I have been provided conditional access, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
2. By being granted conditional access to the information indicated above, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the FOUO information to which I am granted access.
3. I attest that I understand my responsibilities and that I am familiar with and will comply with the standards for protecting such information that I may have access to in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which I am granted access. I understand that the United States Government may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding information under this Agreement.
4. I will not disclose or release any information provided to me pursuant to this Agreement without proper authorization. Should situations arise that warrant the disclosure or release of such information I will do so only under approved circumstances and in accordance with the laws, regulations, or directives applicable to the specific categories of information. I will honor and comply with any and all dissemination restrictions cited or verbally relayed to me by the proper authority.
5. I agree that material in my possession containing information covered by this Agreement will be safeguarded in a manner that affords sufficient protection to prevent unauthorized disclosure of or inadvertent access to such information, consistent with the laws, regulations, or directives applicable to FOUO information. I agree that I shall return all information to which I have had access or which is in my possession 1) upon demand by the DSCA contracting officer; 2) upon the conclusion of my duties, association with, or support to DSCA; or 3) upon the determination that my duties do not require further access to such information.
6. I agree that I will not alter or remove markings that indicate a category of information or require specific handling instructions from any material with which I may come in contact unless such alteration or removal is consistent with the requirements set forth in the laws, regulations, or directives applicable to FOUO information. I agree that if I use information from a sensitive document or other medium, I will carry forward any markings or other required restrictions to derivative products and will protect them in the same manner as the original.

¹ As used in this Agreement, sensitive but unclassified information means any information for which loss, misuse, unauthorized access, or modification could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. § 552a, but which has not been specifically authorized by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. This includes information categorized by DoD or other government agencies as: For Official Use Only (FOUO) and any other identifier used by other government agencies to categorize information as sensitive but unclassified.

7. I agree that I shall promptly report to the DSCA contracting officer any loss, theft, misuse, misplacement, unauthorized disclosure of the source code, or any other security violation of which I have knowledge, whether or not I am personally involved.
8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to the information covered by this Agreement. This may serve as a basis for denying me conditional access to other types of information, to include classified national security information.
9. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of the information not consistent with the terms of this Agreement.
10. This Agreement is made and intended for the benefit of the United States Government and may be enforced by the United States Government. By granting me conditional access to information in this context, the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I understand that if I violate the terms and conditions of this Agreement, I could be subjected to administrative, disciplinary, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved, and the United States Government has not waived any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive information to which I have been given conditional access under the terms of this Agreement.
11. Unless and until I am released in writing by an authorized representative of DSCA, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted conditional access to the source code, and at all times thereafter.
12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
13. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or non-disclosure Agreement I have executed or may execute with the United States Government or any of its departments or agencies.
14. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958, as amended; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities set out in the foregoing Executive Order and statutes are incorporated into this agreement.
15. Signing this Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.
16. I represent and warrant that I have the authority to enter into this Agreement.
17. I have read this Agreement carefully and my questions, if any, have been answered.

ACKNOWLEDGEMENT

Name:
Title:
Business Address:
Telephone Number:

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature:
Date:

WITNESS:

Name:
Address:
Telephone Number:

Signature:
Date:

This agreement is not subject to the requirements of the Paperwork Reduction Act of 1995, 44 U.S.C., Chapter 35.

(5) **Understanding the restrictions on corporate and personnel participation** - Offerors are urged to carefully examine Sections 2.7 and 2.8 of the Performance Work Statement and the references cited therein to understand DoD personnel security requirements and trade agreements constraints applicable to this acquisition. Not all countries whose citizens are permitted on this project are eligible countries from a World Trade Organization Government Procurement Agreement (WTO GPA) perspective.

The following table presents the agency's interpretation of how the trade agreements affect this acquisition.

Foreign Participation
Authorized in a DoD Procurement of Services
covered by the World Trade Organization Government Procurement Agreement (WTO GPA)

FAR 25.402(a) rule: The contracting officer shall determine the origin of services by the country in which the firm providing the services is established. Interpretation of terms used in the FAR rule of origin for services:

"Firm providing the services" refers to any firm providing services under the contract, including prime contractor and subcontractors at any tier. "Firm" refers to the entity involved in performing the contract.

If the entity involved in performing the contract is a subsidiary with a parent in another country, what pertains is the subsidiary.

If the entity is part of a multinational corporation that has a headquarters in another country and/or other divisions in other countries, what pertains is the entity performing the services, and not non-performing sister entities or corporate headquarters.

"Established" means incorporated or otherwise legally constituted for the purpose of doing business.

Provider of Services	Prime Contractor*	Subcontractor*	Tool Owner*	Acceptable Team?	Reason
Established in WTO GPA Eligible** Country	Yes	Yes	Yes	Yes	Clearly meets the rule, with all providers of service established in eligible countries.
Established in WTO GPA Eligible** Country	No	Yes	Yes	No	Not acceptable because at least one provider of services is not established in an eligible country. (But see Note 1.)
Established in WTO GPA Eligible** Country	Yes	No	Yes	No	Not acceptable because at least one provider of services is not established in an eligible country. (But see Note 1.)
Established in WTO GPA Eligible** Country	Yes	Yes	No	No	Not acceptable because at least one provider of services is not established in an eligible country. (But see Note 1.)
* To the extent the entity in this role is providing services.					
** For this purpose, in this context, "eligible" means the U.S., a qualifying country (see DFARS 225.872-1), or a designated country (see definition in FAR 25.003).					
Note 1: The only way the DoD contracting officer can consider a proposal from this team is if offers from teams of eligible countries either (A) are not received, or (B) do not satisfy the DoD's requirements. See DFARS 225.403(c)(i).					

(6) **Asking questions** - All questions regarding this solicitation should be directed to the Contracting Officer cited below. They shall be submitted by e-mail. No fax copies or telephonic inquiries will be entertained. All questions shall be submitted to the Contracting Officer by 6 July 2007 at 2:00 P.M. EST. DSCA will attempt to respond promptly to all questions. DSCA will post questions and answers on the Federal Business Opportunities website (www.fedbizopps.gov) and the DSCA web site (www.dsca.mil).

Ms. Lisa Davis
Contracting Officer
201 12th Street South, Ste 203
Arlington, VA 22202-5408
Email: Lisa.Davis@dsca.mil
Commercial: (703) 604-0893

2. Addendum to Paragraph (d) Offer Expiration Date: This paragraph (d) 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.

Section M - Evaluation Factors for Award

EVALUATION FACTORS**Evaluation Approach**

The Government intends to award to one offeror whose proposal represents the best value to the Government in accordance with the evaluation criteria identified in this solicitation. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement, per FAR 2.101.

Evaluation Factors

1. Technical Capability (with subfactors in order of importance)

Subfactor A: Proven capability of the automated tool to transform UDS code and screens to the proposed target language, with near-100% automation. Offerors must indicate the number of lines of UDS code and the number of UDS screens that have previously been transformed with the tool, and the target environments achieved.

Subfactor B: Proven capability of the transformation team to transform UDS code to the target language. Offerors must indicate the number and size of the UDS projects on which each of the proposed staff has worked.

Subfactor C: Schedule compatibility with the DSAMS program's needs, in particular, shortness of the Final transformation and ability to complete the Trial transformation in roughly 19 months.

Subfactor D: Technical Approach: The contractor's overall technical approach to include target language, recommended software maintenance environment, nature of the user interface, likelihood of DSCA's ability to maintain efficiently, adequacy of documentation, technical risk, preservation of object classes, preservation of variable and class names, preservation of appropriately located comments, technical standards utilized, and support needed from DSCA. The technical approach will receive an adjectival rating supported by a narrative description.

Subfactor E: Ability to provide a workforce that meets the personnel security standards of DoDD 5200.2-R as waived by USD(I)/CI&S to (1) allow nationals of the United Kingdom, Australia, New Zealand, and Canada to modify DSAMS code and (2) to allow tool maintainers from countries other than countries of concern as long as they had no access to DSAMS code and data. Desirable to provide a workforce that will reduce the technical risks associated with using masked data.

2. Past Performance

Subfactor A: Quality of Service

Subfactor B: Timeliness of Performance

Subfactor C: Customer Satisfaction

3. Price

Relative Importance

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

Proposal Evaluation Method

Ratings

Technical Capability, Past Performance and Price are the factors that will be evaluated. Their evaluation will be fully supported by narrative findings. The narrative findings will identify strengths, uncertainties, deficiencies, and weaknesses associated with each evaluation factor/subfactor (except price).

Proposals will be assigned adjectival ratings from Table 1, Technical Rating Scale (see below) at the subfactor level and at the evaluation factor level for each nonprice evaluation factor. Each proposal will be assigned an overall adjectival rating considering the evaluation ratings and findings for all nonprice evaluation factors. After the final evaluation of proposals against the published evaluation factors and subfactors is completed and documented using individual evaluator worksheets and evaluation team consensus summary worksheets for each subfactor and factor, a comparative analysis of the proposals will be performed.

Table 1. TECHNICAL RATING SCALE

Technical Evaluation Rating	
Rating	Description
Excellent	To receive this rating, proposed offer demonstrates a thorough understanding of the requirements; offers one or more significant advantages not offset by disadvantages. The Offeror has a very high probability of success in completing the requirements.
Good	To receive this rating, proposed offer demonstrates a good understanding of the requirements; offers one or more advantages not offset by disadvantages. The Offeror has a high probability of success in completing the requirements.
Satisfactory	To receive this rating, proposed offer demonstrates an acceptable understanding of the requirements; any advantages are offset by disadvantages. 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/Moderate Risk.

Table 1. TECHNICAL RATING SCALE

Technical Evaluation Rating	
Rating	Description
Unsatisfactory	To receive this rating, the proposal contains major errors, omissions or deficiencies or an unacceptably high degree of risk in meeting the Governments requirements; and these conditions cannot be corrected without a major rewrite or revision of the proposal.
RISK RATINGS	
Rating	Description
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.
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.
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.
Neutral	Insufficient relevant past performance information available.

Evaluation Standards

Factor 1: Technical Capability

An adjectival rating will be assigned at the Technical Capability subfactor level to depict how well each offeror’s proposal meets the evaluation criteria described for each subfactor. Proposal risk assesses the weaknesses associated with the offeror's proposed approach as it relates to accomplishing the requirements of the solicitation. Evaluators will make an independent judgment of the probability of success, the impact of failure and the offeror’s proposed risk mitigation solutions when assessing proposal risk. Risk is assessed at the Technical Capability subfactor level and should be considered in assigning adjectival ratings for each Technical Capability subfactor. An adjectival rating shall be assigned to rate the Technical Capability factor (see table 1, Technical Evaluation Rating for description of ratings).

Factor 2: Past Performance

An adjectival rating will be assigned at the Past Performance subfactor level to describe how well each offeror’s proposal meets the evaluation criteria published for each subfactor. An adjectival rating shall be assigned to rate the Past Performance factor (see table 1, Risk Ratings for description of ratings).

Past performance information will be obtained from references provided by the offeror who completed the Past Performance Questionnaire (minimum of 5) and from other sources known to the Government or learned of in the course of the evaluation. An offeror who has no relevant past performance history for a particular sub-factor will not be evaluated favorably or unfavorably (i.e. will be given a neutral rating for that factor.) Each offeror will be evaluated on performance under existing and prior contracts for similar services. Performance information will be used for both responsibility determinations and as an evaluation factor. The Government will focus on information that demonstrates recency and quality of performance relative to the size and complexity of the contract under consideration.

The Government may contact the references provided in the offer, former customers, etc. to inquire about past performance to include, but not limited to, its reputation for conforming to terms and conditions, delivering an acceptable product, for accurately estimating and controlling costs, for adherence to contract schedules (including the administrative aspects of performance); for reasonable and cooperative behavior, and commitment to customer satisfaction. The Government may contact references other than those identified by the offeror. The following are sub-factors:

- (1) Sub-Factor A, Quality of Service: Will be evaluated for the offeror’s record of conforming to specifications and providing quality services.
- (2) Sub-Factor B, Timeliness of Performance: Will be evaluated for the offeror’s ability to meet contractual performance schedules.
- (3) Sub-Factor C, Customer Satisfaction: Will be evaluated for the Conduciveness of offeror’s business practices to ensure a cooperative and frictionless relationship with its customers.

All subfactors for past performance will be of equal importance.

Factor 3: Cost/Price

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.

In accordance with FAR Part 19.702(a) (1), a Small Business Subcontracting Plan is required for this procurement and will be evaluated as follows:

Small Business Subcontracting Plan: The subcontracting goals established for DSCA Contracts are listed by percentage as listed below. The percentages are based on the dollar value of services performed in the United States, Puerto Rico and any U.S. territory.

Subcontracting Goals

-	Small Business *	23%
	Small Disadvantage Business	5.7%

Women-Owned Small Business	5%
HUB Zones Small Business	3%
Service-Disabled Veteran-Owned Small Business	3%

*Categories listed under Small Business are included in the 23% goal (subset)

The Government will evaluate sub-contracting plans to ensure its compliance with the requirements of FAR 19.704. Past performance of contractor's goals and plans may also be evaluated for compliance. ***ALL SUBCONTRACTING PLANS WILL BE RATED ON A PASS/FAIL BASIS.***

NOTE: Although small businesses are not required to submit a Small Business Subcontracting Plan, they are encouraged to demonstrate in their proposal how they would support the small business subcontracting goals of the agency.