

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER DNAR70126		PAGE 1 OF 91					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ0013-07-R-0007		6. SOLICITATION ISSUE DATE 07-Aug-2007			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LISA DAVIS			b. TELEPHONE NUMBER (No Collect Calls) 703-604-0893		8. OFFER DUE DATE/LOCAL TIME 01:00 PM 10 Sep 2007				
9. 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		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: 541519 SIZE STANDARD: \$23 Million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
15. DELIVER TO DEFENSE SECURITY COOPERATION AGENCY-IT MR KENT WIGGINS DSAMS PROGRAMS MANAGEMENT OFFICE (PMO) 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22202-5408 TEL: (703) 604-6553 FAX:				CODE HQ0013		16. ADMINISTERED BY				CODE	
17a. CONTRACTOR/OFFEROR				CODE		18a. PAYMENT WILL BE MADE BY				CODE	
TEL.				FACILITY CODE							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE		24. AMOUNT	
SEE SCHEDULE											
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.							ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.							ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:					

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

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

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
	42b. RECEIVED AT (<i>Location</i>)	
	42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	

Section SF 1449 - CONTINUATION SHEET

PERFORMANCE WORK STATEMENT

**PERFORMANCE-BASED WORK STATEMENT (PWS)
for the
MAINTENANCE AND ENHANCEMENT
of the
DEFENSE SECURITY ASSISTANCE MANAGEMENT SYSTEM (DSAMS)**

April 2007

1.0 Purpose

The purpose of this solicitation is to acquire support for the continued maintenance and enhancement of a very large (~60,000 function points) and complex software application known as the Defense Security Assistance Management System (DSAMS). DSAMS is managed and maintained by the Defense Security Cooperation Agency (DSCA) on behalf of over 2,500 users in the Army, Navy, Air Force, DSCA and other Defense Agencies.

DSAMS was built in three major development phases, with each subsequent phase adding functionality to a single DSAMS system. The Case Development Module (CDM) and Case Implementation Module (CIM) were deployed into full production for all three Military Departments (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 in a post-deployment stability phase (e.g., incorporating deferred changes) at the inception of this contract in the September 2007 time frame. Development of TM functionality for the Air Force has been partially completed, with full deployment intended at the earliest opportunity (currently targeted for October 2008).

The primary support required for this contract is to help maintain the portions of DSAMS that have been deployed so far, help complete the TM portion for the Air Force to allow a successful deployment at the earliest opportunity, and help maintain the complete system thereafter. Deployment means that DSAMS is now used to support the business function (see sections 1.1.3 and 1.1.4) and the legacy system is no longer used for that purpose. DSAMS has already replaced five legacy systems completely and parts of others.

DSAMS was, 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. This solicitation is for elements of DSAMS maintenance and development (e.g., programming, analysis, testing) to supplement the maintenance and development performed by DSADC personnel, who also have responsibility for maintaining systems other than DSAMS. To encourage effective teaming, the place of performance is Mechanicsburg, PA (either within the DSADC facility itself or within the immediate commuting area of that facility). DSCA will consider other locations only if provided a strong rationale.

The successful contractor will be faced with a challenging time-urgent set of tasks that include correction of critical bugs, completion of important TM requirements for the Army/Navy that were deferred from the October 2006 deployment with a commitment to complete them as soon as possible following deployment, completion of work necessary to deploy TM to the Air Force at the earliest opportunity, defect reduction of the Air Force TM functionality after deployment, and ultimately general maintenance and enhancement of portions of the entire DSAMS system.

This contract is planned as a base year and four option years starting in the September 2007 time frame.

1.1 Background

1.1.1 DSCA's Role

DSCA, formerly known as the Defense Security Assistance Agency (DSAA), is a joint Defense Agency under the purview of the Undersecretary of Defense for Policy. DSCA manages a family of activities collectively known as Security Cooperation (or Security Assistance) programs. Among these, the largest is Foreign Military Sales (FMS) where the U.S. Government sells or leases weapons, ammunition, spares, training, and other defense-related services to over 150 countries and special 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 International Military Education and Training (IMET), the Counter-Terrorism Fellowship Program (CTFP), and the International Narcotics and Law Enforcement (INL) program. While DSCA manages these programs in support of the U.S. Departments of Defense and State, the MILDEPs perform most of the detailed work and are the main users of DSAMS.

1.1.2 The DSAMS Program

DSAA, now known as DSCA, initiated the DSAMS program in 1995. Its objective was to replace numerous duplicative legacy information systems supporting the Security Assistance mission with a single modern information system and to enforce Security Assistance standard business processes (to the extent possible) across the three MILDEPs. The program was planned to proceed incrementally in four modules, with each successive module adding functionality to a single DSAMS system and eliminating the need to use the legacy systems for that purpose:

1. The Case Development Module (CDM) would support the development of Letters of Offer and Acceptance (LOAs) for Foreign Military Sales (FMS) cases.
2. The Case Implementation Module (CIM) would support the initial funding of FMS cases
3. The Training Module (TM) would support the management and execution of international military training
4. The Case Execution Module (CEM) would support the execution of logistics and acquisition support, as well as case closure.

The team that developed and maintained DSAMS consisted of a contractor and DSADC. DSADC was formed in 1997 by transferring 100 personnel responsible for maintaining some of the MILDEP legacy systems from the Army, Navy and Air Force to DSCA (then DSAA). DSADC is a field component of DSCA under primary program direction from DSCA's DSAMS Program Management Office (PMO) within the Information Technology Directorate. In addition to having DSAMS responsibilities, DSADC personnel continue to maintain the Army and Navy legacy systems that they originally developed when part of the Army and Navy.

The DSAMS program succeeded in deploying the CDM incrementally in 1998-1999 and CIM in August 2000 to all the MILDEPs and relevant Defense Agencies. In October 2000, the new DSCA Director issued a decision memorandum to (1) continue the TM to completion and (2) cancel the CEM.

Although the TM was originally designed to be deployed simultaneously to the Army, Navy, and Air Force (to support cross-Service training as well as standard operations for overseas U.S. Security Assistance Offices (SAOs)), large Air Force requirements changes in the financial functionality area ultimately led to a September 2005 decision by the DSCA Director to initially deploy only to the Army and Navy, with deployment to the Air Force occurring at the earliest realistic opportunity following a successful Army/Navy deployment and appropriate stability thereafter. Going from a tri-Service deployment scenario to a two-Service deployment scenario (with Air Force remaining on its legacy system) required building what is known as the "Black Box", and the Black Box logic will have to be removed once deployment to the Air Force is accomplished. The TM was successfully deployed to the Army and Navy in October 2006 and is expected to still be undergoing above-average maintenance at the inception of this contract in approximately September 2007.

The TM consists of two broad areas of functionality: Operations/Pricing and Financial functionality. For the Air Force, Operations/Pricing functionality has largely been completed, but the Financial functionality is not yet

complete. An intensive Air Force financial requirements review effort had been completed in May 2005, and reconstruction of this new financial functionality against those requirements was suspended on 16 September 2005 when the decision was made to initially deploy only to the Army and Navy. All code completed to that point in time was integrated into the code base, and further analysis, design, coding, and testing after that point continued only to the extent that the targeted Army and Navy deployment was not adversely impacted. The successful contractor will need to assess the partially completed work, complete the development and initial system testing, and allow for sufficient rounds of user testing with converted data to enable it to be safely deployed at the earliest opportunity. As the system is best deployed at the beginning of a fiscal year following prior close-out actions for the previous fiscal year, the earliest opportunity is currently late October 2008 (and thus late October 2009 is the next earliest opportunity).

1.1.3 Training Module Functionality

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 foreign military 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. Multiple 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. Financials 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.

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, the "Black Box" logic will be employed to take into account that the Air Force remains on its legacy system. The Black Box 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 SAOs interacting with Air Force, as a result of TM being deployed to Army/Navy and the associated moves to DSAMS-enhanced versions of SAN and TMS. The full benefits will be realized once Air Force is brought into TM.

1.1.4 Accounting System Interfaces

The TM was designed to replace the individual legacy Army, Navy and Air Force systems used to manage foreign military training, and to continue 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 squadron (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. However, in the continuation of DSAMS's development to completion, significant changes to the Air Force financial requirements and the interaction with GAFS forced the September 2005 decision to initially deploy to just the Army and Navy, with deployment to the Air Force occurring later at the earliest opportunity.

1.1.5 Case Development Module and Case Implementation Module Functionality

The CDM functionality in DSAMS is used by the MILDEPs and Defense Agencies to create Letters of Offer and Acceptance (LOAs). This 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 functionality in DSAMS includes receiving notification from the 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.

1.1.6 Objectives of this Acquisition

The principal objectives of this solicitation are to acquire software development and maintenance services necessary to:

- a. Modify portions of the software functionality in response to critical requirements changes or software defects discovered in production after TM was deployed to the Army and Navy in October 2006, as well as requirements deferred for initial deployment but needed as soon as possible following deployment;
- b. Design, build, modify and test portions of the functionality needed to ultimately allow the TM to be deployed to the Air Force at the earliest opportunity;
- c. Provide a portion of the defect reduction and enhancements after TM deployment to the Air Force;
- d. Provide certain associated support (e.g., data conversion, reports development, user test support, database administration, release/configuration management, interface development) to the TM development and production maintenance effort; and
- e. Provide portions of general maintenance and enhancement support to all aspects of DSAMS as needed.

1.1.7 DSAMS Technical System Description

The DSAMS technical architecture consists of a central Unix-based server housing the database and 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 locations within the U.S.

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

- Database Management System (DBMS): Oracle 9i (expected to be upgraded to Oracle 10g by the start of this contract)
- Programming language for business logic (client and server): Sun Microsystem's 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®

Sun Microsystems, the owner of the UDS/Forte product, discontinued normal maintenance support for its product on 31 October 2006. DSCA has obtained a special extension of maintenance support from Sun Microsystems beyond this date (until 31 October 2008) but intends to migrate to a new environment that is supported. This migration or transformation effort will be performed as a separate effort and is not within the scope of this PWS, but both DSADC and the contractor supporting DSADC in DSAMS development/maintenance may have a supporting role, such as describing the As-Is DSAMS functionality that must be preserved in the transformation.

DSAMS has a complex database structure. The Production system 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 34GB 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 each 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	Army	Navy	Air Force
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

1.1.8 Development Responsibilities between DSADC and the Contractor

DSADC was created in 1997 by transferring 100 existing personnel responsible for maintaining some of the MILDEP legacy systems from the Army, Navy and Air Force to DSCA, and DSADC’s mission included (1) continuing to maintain the Army and Navy legacy systems (at a reduced enhancement level, which is referred to as the “brownout”), and (2) teaming with a contractor to build and maintain DSAMS. While a very small number of the 100 personnel work *only* on the Army or Navy legacy systems, the majority of transferred DSADC personnel split their time between legacy system maintenance responsibilities and DSAMS responsibilities.

Historically, neither the contractor nor DSADC has had the sufficient staffing, skills and knowledge needed to assume exclusive responsibility for total DSAMS development and maintenance. The DSADC staffing level has remained constant since its establishment and the contractor staffing level has been reduced by 70% compared to the high point several years ago when a higher level of major development workload was underway. In recent years, DSAMS work has been assigned approximately as follows:

	DSADC	Contractor
CDM/CIM (maintenance)		
Functional analysis & design of business application	X	
Technical design, construction (using UDS/Forte) & unit testing	X	
TM (development and/or maintenance)		
Functional analysis & design of business application	X	X

Technical design, construction (using UDS/Forte) & unit testing	X	X
Interfaces (using PERL)	X	
Reports (using Impromptu)	X	X
Reports (using Oracle Reports)		X
Legacy data conversion & data correction	X	Some
Database administration & maintenance	X	Some
Data modeling		X
On-line Help (using Doc-to-Help)	X	
Help Desk for users	X	
System testing	X	X
System architecture & infrastructure	X	X
Configuration management	X	X

Over time, and as needed, some shifting of these boundaries has occurred and will continue to occur. For example, many functions originally performed by the contractor have shifted to DSADC over time as DSADC’s expertise has grown and as contractor personnel have departed (e.g., DSADC has now assumed responsibility for analysis, design and construction for modifications to large portions of the TM UDS/Forte application originally developed by the contractor, particularly in the Operations/Pricing area). Similarly, occasions have arisen where the contractor has been able to absorb the workload of departing DSADC personnel until those government vacancies were filled. DSADC’s capacity to accept more or changing responsibilities will continue to grow or change to the extent possible, but is constrained by a personnel ceiling, other missions and increasing retirement eligibility of its workforce. Some flexibility is required over time, and all work assigned to the contractor will be within the types described in this PWS.

1.1.9 Process for Managing Software Changes

Software changes generally come in two forms:

- (1) defects, or “bugs”, where the software is not operating in accordance with the specifications; and
- (2) requirements changes, where the user is requesting:
 - (a) brand new requirements as a result of changes to business processes, legislative mandates or policy conditions, or
 - (b) adjustments to existing requirements as a result of the user not being clear or explicit enough in the original requirement or the developer misunderstanding the user’s requirement.

All changes, discovered either by the development team or the users, are submitted in the form of Test Problem Reports (TPRs) and are called “events”. Each event is logged in a database (known as the DSAMS Enterprise Data Base, or DEDB) and assigned a tracking number. The DSAMS PMO will perform an initial validation and prioritization of the event and will assign an event to either DSADC or the contractor, depending on the nature of the event and the availability of resources having appropriate skills and knowledge, and then request a labor estimate. The DEDB is a key tool used by all individuals involved with an event to record the status of work on the event, to record the hours estimated or actually spent, to transfer the event to another individual in the life cycle, etc. The information in the DEDB is used for management reporting and to help keep users informed. Currently, most events dealing with TM financial functionality are assigned to the contractor. An event may be cancelled if determined to not be a problem, to be a duplicate, or if it cannot be replicated. An event may also be deferred beyond a deployment milestone if deemed not critical for deployment or placed on hold awaiting further information. A periodic TPR review, typically weekly, is held among the DSAMS PMO, DSADC and the contractor to focus on the more urgent events, to adjust priorities, and to resolve issues.

1.1.10 Process for Managing Major New Enhancements

At the inception of this contract in the September 2007 time frame, the single major outstanding enhancement to DSAMS is the completion of development work, primarily in the financial area, needed to deploy TM for the Air Force at the earliest opportunity. The Government's expectation is that the contractor will continue this development, along with helping to maintain the production DSAMS system, which has the potential to affect the Air Force financial functionality. The contractor is expected to:

- a. understand the user's functional requirements in sufficient detail,
- b. seek clarification and refinement of functional requirements if necessary, including an understanding of any legacy data that will have to be converted (by DSADC)
- c. develop or modify detailed functional specifications,
- d. assess what work needed for Air Force TM deployment has already been completed and determine which modules of code (known as Computer Software Units or CSUs) will need to be modified or created,
- e. design the modifications,
- f. document the design,
- g. code the modifications,
- h. conduct unit tests on CSUs,
- i. conduct string tests on a series of CSUs,
- j. conduct system testing of the new business functionality,
- k. provide specifications for the associated Impromptu reports and PERL interfaces to be developed by DSADC (perhaps with contractor assistance on the Associated Support CLIN),
- l. assist users with testing the functionality using actual converted legacy data, and
- m. based on actual user testing with converted legacy data, refine and retest CSUs as required.

After initial System Testing, it has been DSCA's experience that several rounds of user testing (called checkpoints) and repair are required to obtain code that is sufficiently free of defects (of requirements, analysis, design, or coding nature), particularly when the complexities of converted legacy data are factored in. In the financial areas, typically about 5 iterations of user checkpoint testing have been required.

1.1.11 Performance Requirements

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.

Not every performance objective in this solicitation may have a related performance standard or measure. However, every performance objective is a contractual requirement. 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.

1.1.12 Broad Schedule of Activities

The broad schedule of activities over a base year and four option years will be as follows:

Like many other systems of its size and complexity, DSAMS is regularly faced with: bugs; vendor hardware/software version upgrades; interfacing system changes; corrections to data converted from legacy systems; changes in law, regulation or higher policy; a backlog of user-requested system improvements with no particular time urgency; evolving security considerations; and business operational issues.

A mainly constant level of experienced maintenance personnel (both Government and contractor) for several years to date has allowed the system to fulfill its ongoing mission without major incident or significant cost implications. Beyond routine maintenance, DSAMS is faced with at least four known or likely factors that will or could pose additional challenges during the period of this contract. Any of these could require a greater level of contractor resources than is expected for the base year:

- (1) **Deployment of the TM to the Air Force at the earliest opportunity.** After the primary objective of keeping the production DSAMS system operational, this is a high priority objective for both the contractor and DSADC.
- (2) **Transformation of the fully functioning DSAMS system from its current technical environment based on Sun Microsystems' UDS/Forte, which is no longer routinely supported by the vendor, to an environment which is commercially supported.** The transformation workload is separate from the maintenance/enhancement workload (and each involves separate contracts that will overlap in the FY2008 and FY2009 timeframe) but each can affect the other. For example, if the Air Force TM deployment can be realistically accomplished by October 2008, then the UDS/Forte transformation would be targeted for completion approximately six months following that deployment to allow for some stability. If the Air Force TM deployment date is revised to October 2009 or beyond, then the UDS/Forte transformation would be targeted for completion prior to that deployment. *Both* are high priorities for the government and require balancing. Workload adjustments may be needed based on evolving future circumstances.
- (3) **Modernization or replacement of the MILDEP accounting systems that DSAMS interfaces with, which potentially could require substantial changes to DSAMS.** Each MILDEP has major modernization or replacement initiatives underway at different stages, but the specific impact to Security Assistance systems is not yet fully known. The potential impact is compounded further because of DSADC's responsibility for continuing to maintain the Army and Navy legacy systems (CISIL and MISIL, respectively), which are also potentially affected by the accounting system changes. In the nearly 10 years of DSADC's existence where the CISIL/MISIL legacy systems have been in a brownout, DSADC personnel have been able to split their time between legacy and DSAMS duties such that only a small percentage of DSADC's time was required for CISIL/MISIL maintenance. However, for example, any of the potential Navy accounting system plans could require a substantial diversion of DSADC personnel, thus diminishing their availability to support DSAMS, and thus forcing the government to adjust the workload between DSADC and the contractor.
- (4) **An accelerated rate of retirements at DSADC.** Turnover of DSADC personnel has historically been low to date, which allowed the personnel who originally transferred from the Army and Navy to continue their many years of CISIL and MISIL maintenance responsibilities while also learning to build and maintain DSAMS. However, in the first year of this contract, over 25% of DSADC personnel will be eligible for immediate full retirement, with the percentage increasing further beyond that point. As individuals retire, the specific impact on CISIL, MISIL and DSAMS will have to be evaluated, and workload adjustments between DSADC and the contractor may become necessary.

1.1.13 Timeline Summary

2.0 Specific Contract Requirements

2.1 Base Year:

Base Year Performance Objective No. 1

Task 1. CLIN 0001 Modify Functionality to Meet User Needs: The contractor shall provide the support (e.g., analysis, functional/technical design, programming, unit testing, documentation) necessary to incorporate software changes determined by the government to be necessary to remedy bugs or enhance the functionality of DSAMS (CDM/CIM/TM), whether due to software defects, changes or refinements to identified requirements (e.g., correcting Air Force TM financial functionality), or new requirements (e.g., emerging policy or legislative issues). For the base year period, the vast majority of changes are expected to be of two types:

- a. Changes/repairs necessary for the Army/Navy usage of the TM functionality in DSAMS. These will include bugs found in production, requirements changes that were deferred until after the Oct 2006 deployment but intended to be incorporated as soon as possible following deployment, and requirements changes that emerged after deployment. These changes and repairs will generally be deployed in pre-planned maintenance releases but may be deployed in special or emergency releases as required. The changes assigned to the contractor may be focused primarily in the areas of Army and Navy TM financial functionality.
- b. Development/changes/repairs in Air Force TM functionality, which has been partially built, to ultimately enable a successful deployment at the earliest opportunity (currently October 2008).

The volume of critical changes and repairs of type (a), as well as other critical events affecting the DSAMS production system, will govern the rate at which type (b) changes can be made. Responsibility for balancing these two imperatives rests with the DSCA. The DSAMS Program Manager or designated primary or alternate DSAMS PMO task manager (hereafter "the DSAMS PMO") will assign changes/repairs to the contractor (as well as DSADC). The DSAMS PMO will base these assignments on the volume and criticality of the changes involved, as well as the availability of skilled personnel for the time frame needed.

DSCA will use internal processes to determine what changes to assign on this CLIN. The contractor will not begin any work on an event on this CLIN until officially notified by the DSAMS PMO that DSCA has authorized this work. The DSAMS PMO will only assign work to the contractor within the volume (hours) of labor agreed to for this CLIN, and the contractor will provide the DSAMS PMO with an estimated level of effort (LOE) for each assigned event. (For any changes that exceed the volume of labor remaining on this CLIN, the contractor shall make an estimate of a cost for the change, submit the proposal to the Contracting Officer for further negotiations and/or modification to the contract. Once the Contracting Officer approves the cost and modifies the contract, the contractor may proceed with the change. No other official is authorized to approve additional cost or additional work beyond the contract scope other than the Contracting Officer.)

For the functionality required to deploy TM to the Air Force and its interface with the GAFS accounting system at the earliest opportunity, the requirements of the Air Force and DFAS were refined in May 2005 (although a certain amount of requirements change is generally inevitable in software development projects). Parts of this functionality have been built, other parts have been designed, and yet other parts have been specified. The remaining analysis, design, construction and testing (up through unit testing) work are part of this CLIN.

Performance Objective: Each repair/change passes Government testing. Specifically, each change will be subject to (1) System Testing (which may be performed by DSCA or the contractor as part of the Associated Support CLIN), (2) PMO Testing, performed by members of the DSAMS PMO or by DSADC Analysts, and/or (3) MILDEP/Agency user testing.

Performance Standard: Completed testing of each repair/change in time for the targeted maintenance, special, emergency or testing release is successful 98% of the time.

Performance Measure: Progress is reported at least monthly. Final completion status is determined just prior to the targeted maintenance, emergency or testing release.

Base Year Performance Objective No. 2

Task 2. CLIN 0002 Associated Support to Production Maintenance and Development: The contractor shall provide associated support, including interaction with DSADC, necessary to stabilize and maintain the production system and to continue development of assigned areas (e.g., Air Force TM functionality). This associated support shall include:

- System testing, to include test plans/schedules, of the business application to ensure conformance to specifications, to reduce defects, and to increase quality assurance
- Maintenance and/or development of reports developed using Oracle Reports and/or Cognos Impromptu
- Support for user tests, to include giving demonstrations and providing direct user help
- Assistance with analysis, coding and verification for legacy data conversion
- Database administration using Oracle
- Maintenance and/or development of interface programs
- Release/configuration management (software and documentation)

Performance Objective: Each repair/change to a report, data conversion program, or interface program passes Government testing. Specifically, each change will be subject to (1) System Testing (which may be performed by DSCA or the contractor as part of this CLIN), (2) PMO Testing, performed by members of the DSAMS PMO or by DSADC Analysts, and/or (3) MILDEP/Agency user testing. For System Test, a log will be maintained of all TPRs found in each area of new or changed functionality.

Performance Standard: Completed testing of each repair/change in time for the targeted maintenance, emergency or testing release is successful 98% of the time.

Performance Measure: Progress is reported at least monthly. Final completion status is determined just prior to the targeted maintenance, emergency or testing release.

Base Year Performance Objective No. 3

Task 3. CLIN 0003 Program Management Services: The contractor shall provide program management of its effort, to include specific periodic deliverables such as:

- Weekly metrics report showing progress on assigned tasks and identification of any problems
- Monthly status report
- Monthly bill and invoice
- Quarterly program reviews, as required, with the DSAMS Program Manager and the Contracting Officer to summarize progress and identify any significant problems
- Ad hoc reports on all personnel changes (e-mail is acceptable)
- Meetings and negotiation, as required, on problem areas with the Contracting Officer and the DSAMS PMO

The monthly status report should include:

- a. monthly and cumulative labor hour expenditures by CLIN
- b. for the Modify Functionality CLIN, a list of assigned events with direct labor estimate (hours), completion status, actual labor expended to date

- c. for the Modify Functionality CLIN, a list of assigned events expected by the next release or iterative test cycle and their projected completion status
- d. system test coverage of completed events and the quantity, nature, and urgency of problems found
- e. for the Associated Support CLIN, monthly and cumulative expenditures by major area of support (e.g., System Testing, Reports, Conversion)
- f. for the Associated Support CLIN, a list of assigned events on reports and conversion with direct labor estimate, completion status, and actual labor expended to date
- g. a description of activities performed during the month that are not otherwise covered and identification of any critical problems
- h. travel funding status, including travel funds used and remaining balance
- i. personnel turnover

Performance Objective: Weekly metrics reports must be received within 5 days after the end of the week being reported on. Monthly status reports must be received within 10 days of the end of the month. Notification of pending personnel changes should occur within 5 days of being known.

Performance Standard: The contractor will meet the objective being on time 98% of the time.

Performance Measure: Weekly, monthly, quarterly, or as required

Base Year Performance Objective No. 4

Task 4. CLIN 0004 Knowledge Transfer: This is an optional task that DSCA can invoke at its discretion. Resources for this task will be obtained by decrementing the Modify Functionality CLIN and the Associated Support CLIN and should not be separately staffed. During the last three months of the performance period, the contractor will provide knowledge transfer to whomever DSCA deems necessary to assist in mastering the system and business functionality. The incumbent shall:

- Provide copies of all relevant code, specifications, design documents, testing tools, and software process descriptions to whomever DSCA deems necessary
- Prepare and present briefings and reports on the relevant portions of the software structure, location of functionality, and object class structure
- Conduct one-on-one tours of the relevant software and functionality with the members of the team that DSCA deems necessary

Performance Objective: A full transfer of relevant artifacts is confirmed by the receiving team that DSCA has deemed necessary. Briefings and demonstrations are presented as witnessed by DSADC personnel who attend to both learn and monitor.

Performance Standard: Knowledge transfer activities are completed no later than 30 days before the end of the contract period.

Performance Measure: Beginning of final month of contract period.

2.2 Option Year 1:

Option Year 1 Performance Objective No. 1

Task 5. CLIN 1001 Modify Functionality to Meet User Needs: See CLIN 0001. During the Base Year, DSCA will likely make a decision regarding the Air Force TM deployment targeted for Oct 2008. If the decision is to deploy, the assigned workload under this CLIN, which begins in approximately Sep 2008, will likely focus heavily on any remaining TM events needed for a successful deployment and for stabilization of the entire production system for several months thereafter. In addition, the transformation of the UDS/Forte environment may be occurring as early as during the latter half of the Option Year 1 period (see paragraph 1.1.12), and if so, would require all subsequent DSAMS programming to be performed in the transformed environment.

Performance Objective/Standard/Measure: See CLIN 0001.

Option Year 1 Performance Objective No. 2

Task 6. CLIN 1002 Associated Support to Production Maintenance and Development: See CLIN 0002.

Option Year 1 Performance Objective No. 3

Task 7. CLIN 1003 Program Management Services: See CLIN 0003.

Option Year 1 Performance Objective No. 4

Task 8. CLIN 1004 Knowledge Transfer: See CLIN 0004.

2.3 Option Year #2:

Option Year #2 Performance Objective No. 1

Task 9. CLIN 2001 Modify Functionality to Meet User Needs: See CLINs 0001 and 1001. If DSCA decided to re-target the Air Force TM deployment for Oct 2009, the assigned workload under this CLIN, which begins in approximately Sep 2009, will likely focus heavily on any remaining TM events needed for a successful deployment and for stabilization of the entire production system for several months thereafter. Also, if the UDS/Forte transformation did not occur during the Option Year 1 period, it may occur during Option Year 2, and if so, would require all subsequent DSAMS programming to be performed in the transformed environment (see paragraph 1.1.12).

Performance Objective/Standard/Measure: See CLIN 0001.

Option Year #2 Performance Objective No. 2

Task 10. CLIN 2002 Associated Support to Development and Production Maintenance: See CLIN 0002.

Option Year #2 Performance Objective No. 3

Task 11. CLIN 2003 Program Management Services: See CLIN 0003.

Option Year # 2 Performance Objective No. 4

Task 12. CLIN 2004 Knowledge Transfer: See CLIN 0004.

2.4 Option Year #3:

Option Year #3 Performance Objective No. 1

Task 13. CLIN 3001 Modify Functionality to Meet User Needs: See CLINs 0001 and 2001. If DSCA decided to re-target the Air Force TM deployment for Oct 2010, the assigned workload under this CLIN, which begins in approximately Sep 2010, will likely focus heavily on any remaining TM events needed for a successful deployment and for stabilization of the entire production system for several months thereafter. Also, if the UDS/Forte transformation did not occur during the Option Year 2 period, it may occur during Option Year 3, and if so, would require all subsequent DSAMS programming to be performed in the transformed environment (see paragraph 1.1.12).

Performance Objective/Standard/Measure: See CLIN 0001.

Option Year #3 Performance Objective No. 2

Task 14. CLIN 3002 Associated Support to Development and Production Maintenance: See CLIN 0002.

Option Year # 3 Performance Objective No. 3

Task 15. CLIN 3003 Program Management Services: See CLIN 0003.

Option Year #3 Performance Objective No. 4

Task 16. CLIN 3004 Knowledge Transfer: See CLIN 0004.

2.5 Option Year #4:

Option Year #4 Performance Objective No. 1

Task 17. CLIN 4001 Modify Functionality to Meet User Needs: See CLINs 0001 and 3001.

Option Year #4 Performance Objective No. 2

Task 18. CLIN 4002 Associated Support to Development and Production Maintenance: See CLIN 0002.

Option Year # 4 Performance Objective No. 3

Task 19. CLIN 4003 Program Management Services: See CLIN 0003.

Option Year # 4 Performance Objective No. 4

Task 20. CLIN 4004 Knowledge Transfer: See CLIN 0004.

2.6 CLIN and Task Summary

The following table summarizes the CLINS, Tasks, and Contract Years.

CLIN and Task List			
YEAR	CLIN	TASK	TASK NAME
Base Year	0001	1	Modify Functionality to Meet User Needs

	0002	2	Associated Support
	0003	3	Program Management
	0004	4	Knowledge Transfer (Optional)
Option Year #1	1001	5	Modify Functionality to Meet User Needs
	1002	6	Associated Support
	1003	7	Program Management
	1004	8	Knowledge Transfer (Optional)
Option Year #2	2001	9	Modify Functionality to Meet User Needs
	2002	10	Associated Support
	2003	11	Program Management
	2004	12	Knowledge Transfer (Optional)
Option Year #3	3001	13	Modify Functionality to Meet User Needs
	3002	14	Associated Support
	3003	15	Program Management
	3004	16	Knowledge Transfer (Optional)
Option Year #4	4001	17	Modify Functionality to Meet User Needs
	4002	18	Associated Support
	4003	19	Program Management
	4004	20	Knowledge Transfer (Optional)

2.7 Minimum Personnel Qualification Requirements

1. For personnel designated as programmers, two or more years of experience in programming in UDS/Forte Transactional Object-Oriented Language (TOOL) and PL/SQL is **strongly desired** for the first two years of this contract. Otherwise recent experience (at least two years in the last five years) in object-oriented programming, such as either J2EE-compliant Java or Microsoft Visual Studio (VB.Net or C#.Net), is required. Note that as DSCA's intent is to migrate away from the UDS/Forte environment by as early as FY2009, the skill requirements for both Government and contractor programmers will need to be adjusted accordingly (e.g., via re-training existing personnel and/or hiring personnel skilled in the new environment).
2. For personnel designated as functional analysts or designers, two or more years of experience in one or more of the following areas is **strongly desired**, or otherwise recent experience (at least two years in the last five years) in similar areas is required (e.g., another complex joint government information system development/maintenance program):
 - financial processing practices in each of the three MILDEP Training Activities (U.S. Army Security Assistance Training Field Activity (SATFA), Navy Education and Training Security Assistance Field Activity (NETSAFA), and/or Air Force Security Assistance Training Squadron (AFSAT),
 - financial processing requirements in each of the three MILDEP accounting systems (STANFINS, STARS, and/or GAFS)
 - accounting rules associated with the various foreign military training funding authorities (e.g., FMS, IMET, INL, CTFP) and with various elements of expense such as medical, travel, and living allowances, and course component costs
 - foreign military training operations to include the establishment of training tracks, Standardized Training Lists, Invitational Travel Orders, course quota management, etc.
 - MILDEP processes for pricing courses and course components for the various levels of pricing required for FMS, IMET, NATO allies, etc.
 - other Security Assistance operations, policies, procedures and systems

3. For personnel designated as reports developers, one or more years of recent experience (one year during the last three years) in Oracle Reports or Cognos Impromptu reports development is required.
4. For personnel designated as database administrators, two or more years of recent experience (two years during the last five years) in Oracle database administration, to include creation of views, triggers, and stored procedures, is required. Certification from Oracle is required. The ability to work a flexible schedule is required, including working an overnight shift as needed to perform database maintenance actions to reduce disruption.

The contractor must provide resumes of all proposed personnel in response to this PWS, all subsequent contract modifications, and when personnel turnover occurs. The resumes must identify all proposed personnel, their role in the execution of this PWS, their designated skill level (including an explanation of the different levels), their estimated hours, and the billable hourly rate for each skill level. The contractor must identify those proposed individuals considered to be *key* to the success of this PWS. Once identified as such, key personnel may not be removed from this project without written acknowledgement from the DSCA Contracting Officer/Contracting Specialist.

3.0 Terms and Conditions

3.1 Contract Type

The government intends to acquire these services on a firm-fixed-price (FFP) basis.

4.0 Cooperation with other Contractors and Government Personnel

The contractor shall cooperate with other contractors and Government personnel performing DSAMS work for DSCA. The contractor shall be willing to adjust scheduling and performance to accommodate additional support when incorporated by modification. The contractor shall avoid interfering with the performance of work by other contractors (if applicable) or Government employees while not compromising health, safety or security. Any disagreement or cause of delay shall be brought to the attention of the COR. Some specific contractors with whom the contractor must cooperate include:

- DSADC support contractors
- The UDS/Forte Transformation contractor
- Contractors supporting systems that DSAMS interfaces with
- The vendor who ultimately replaces the contractor when the contract ends

5.0 Quality Control and Quality Assurance

The contractor shall be in compliance with FAR Clause 52.246-4, “Inspection of Services, Fixed Price,” and its Quality Control Plan (QCP) in the performance of services required under this contract. A QCP shall be produced no later than 30 days after contract award to describe the procedures used to maintain quality, timeliness and customer satisfaction for the services provided in this PWS. The Government and contractor will meet quarterly to discuss the contractor’s adherence to the above-cited reference unless a contract discrepancy report is issued which would dictate scheduling a meeting sooner.

6.0 Deliverable Schedule & Quality Assurance Surveillance Summary:

Title	Applicable PWS Task	Delivery Schedule	Quality Assurance Surveillance Method
Quality Control Plan	Task 3	30 days after contract award	-
Software Support (modified)	Tasks 1, 5, 9, 13 &	Continuing through 2012 if all	Random

Computer Software Units (CSUs) and associated documentation)	17	Options are exercised	
Associated Support (System Test Reports, Oracle and Impromptu reports documentation)	Tasks 2, 6, 10, 14 & 18	Continuing through 2012 if all Options are exercised	Random
Weekly Metrics Report	Tasks 3, 7, 11, 15 & 17	Weekly through 2012 if all Options are exercised	100%
Monthly Status Reports	Tasks 3, 7, 11, 15 & 17	15 th of each month to the Contracting Officer and the COR through 2012 if all Options are exercised	100%
Meetings w/Program Manager & Contracting Officer	Tasks 3, 7, 11, 15 & 19	Quarterly through 2012 if all Options are exercised	-
Knowledge Transfer	Tasks 4, 8, 12, 16 & 20	If knowledge transfer actions are invoked, knowledge transfer products should be delivered no later than 30 days prior to base or option year end date	100%

6.1. Deliverable Criteria

Reports, documents, computer software units, and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Government have been corrected. For any initial (draft) deliverables required by this PWS, the following procedures will apply:

The Government will provide written acceptance, 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.

7.0 Government Furnished Equipment (GFE)/Government Furnished Information (GFI)

Contractor personnel located at DSADC, for the duration of their stay, shall be provided as GFE: workstations, LAN access, fax, telephonic support, supplies, and access to other routine office support equipment such as copiers and printers. This equipment will remain U.S. government property.

For contractor personnel located other than in DSADC, the contractor shall provide those personnel with personal computers, peripherals, and a Local Area Network (LAN) with wideband Internet access. The government anticipates that contractor personnel will use Citrix Metaframe or equivalent to communicate with the DSAMS Development Server, DSAMS Enterprise Data Base (DEDB), and associated drives in DSADC, and with the DSAMS Testing and Training Server at DISA in Oklahoma City. One existing video teleconferencing (VTC) unit may be provided as GFE, primarily for numerous routine meetings with DSADC. The contractor must arrange a triple ISDN telephone circuit (384 kbps) for use with the VTC. Coordination with the COR shall occur at least 60 days prior to a desired change in performance location.

Regardless of location, the contractor shall routinely use the shared environment controlled by DSADC for access to all system documentation (e.g., functional and technical specifications) and change events (e.g., the DSAMS Enterprise Data Base (DEDB)). In addition to relying on this shared environment for what has already occurred or

is in place, this shared environment shall be used for the recording and control of work that is to be done to facilitate cross-team communication.

8.0 Security

This project is unclassified, but sensitive. All personnel working on this contract, including sub-contractors, must be U.S. citizens. No persons with dual citizenship are permitted. The contractor, and any sub-contractors, must be U.S. corporations that are not subsidiaries of foreign corporations unless the subsidiary already has a pre-existing authorization to perform DoD software development.

All contractor employees working under this contract who require local or remote access to DoD Automated Information Systems (AIS) (e.g., stand alone computers, network computers/system, e-mail) shall, at a minimum be designated into an ADP-III or IT-III position (non-sensitive) in accordance with DoD Directive 5200.2-R, "DoD Personnel Security Program", January 1987.

The investigative requirement for an ADP-III or IT-III position is a favorable National Agency Check (NAC). Contractor employees who perform software programming for DSAMS shall be designated into an ADP-II or IT-II position. The investigative requirement for an ADP-II or IT-II position is a favorable National Agency Check and Inquiries (NACI). Supervisors of ADP-II or IT-II positions shall be designated into an ADP-I or IT-I position. ADP-I or IT-I positions require a favorably adjudicated Single Scope Background Investigation (SSBI).

Proof of a favorably adjudicated NAC, NACI, or SSBI shall be submitted to the DSCA Security Officer and the DSCA Contracting Officer at the following address prior to commencing work on this project and upon notice of award of any contract or task order, and shall be submitted prior to the individual being permitted access to AIS.

Defense Security Cooperation Agency (DSCA)
Attn: Lisa Davis, DSCA/DBO/CON
201 12th Street South, Ste 203
Arlington, VA 22202-5408

9.0 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 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 DSCA office automation software to generate any of the required deliverables, the contractor must notify and receive approval from the COR. One (1) hardcopy with 2 soft copies on a medium approved by the PMO of the product will either be hand delivered or mailed by certified mail to the PMO. All software, documentation, training literature, and any other deliverables described in this PWS will be wholly owned by DSCA.

10.0 Contractor Travel

Periodic travel to user sites will be required for testing, data gatherings, meetings, and conferences. Estimated travel is shown in the table below. For example, the estimate shows 4 trips to AFSAT for 4 people at 5 days each. In actuality, the travel may turn out different, e.g., one trip may require only 3 people for 4 days, a sixth trip may be needed for 1 person for 2 days, or a trip may be needed to another city, etc. The details of the actual trips may differ from what the Government provided as an estimate for the contractor's pricing purposes.

To encourage effective teaming with DSADC, the place of performance is Mechanicsburg, PA, although DSCA will consider other locations based on sufficiently strong rationale. Should the contractor not be located in Mechanicsburg, PA, one existing video teleconferencing (VTC) unit may be provided as GFE for the purpose of numerous routine meetings primarily held with DSADC (with all ISDN calls initiated by DSADC). Even with the

VTC, occasional face-to-face meetings with DSADC are required. The estimated travel to DSADC is shown in the table but would not apply to contractors located in Mechanicsburg.

Year	# Trips	Location	# People	# Days
Base	2	SATFA, Ft Monroe, VA	2	5
	2	DFAS, Denver, CO	2	5
	2	NETSAFA, Pensacola, FL	2	5
	4	AFSAT, Randolph AFB, TX	4	5
	5	<i>*DSADC, Mechanicsburg, PA</i>	4	5
Option 1	1	SATFA, Ft Monroe, VA	2	5
	1	DFAS, Denver, CO	2	5
	1	NETSAFA, Pensacola, FL	2	5
	4	AFSAT, Randolph AFB, TX	4	5
	4	<i>*DSADC, Mechanicsburg, PA</i>	3	5
Option 2	1	SATFA, Ft Monroe, VA	2	5
	1	DFAS, Denver, CO	2	5
	1	NETSAFA, Pensacola, FL	2	5
	3	AFSAT, Randolph AFB, TX	2	5
	4	<i>*DSADC, Mechanicsburg, PA</i>	3	5
Option 3	1	SATFA, Ft Monroe, VA	2	5
	1	DFAS, Denver, CO	2	5
	1	NETSAFA, Pensacola, FL	2	5
	1	AFSAT, Randolph AFB, TX	2	5
	4	<i>*DSADC, Mechanicsburg, PA</i>	3	5
Option 4	1	SATFA, Ft Monroe, VA	2	5
	1	DFAS, Denver, CO	2	5
	1	NETSAFA, Pensacola, FL	2	5
	1	AFSAT, Randolph AFB, TX	2	5
	4	<i>*DSADC, Mechanicsburg, PA</i>	3	5
* Not required if contractor's location is Mechanicsburg, PA (at DSADC or in immediate commuting area)				

Note: All non-local travel shall be approved by government prior to travel. All contractor travel expenses shall not exceed rates and allowances set out for government employees in the DoD Joint Travel Regulation.

11.0 Contract Transition

11.1 Transition Of Operation

The contractor shall ensure the continuity of service during start-up while implementing its transition plan for all affected activities to preclude any adverse impact on the mission. The contractor shall provide a sufficient number of personnel at contract start to ensure effective transfer of all work in progress so as not to impact mission accomplishment.

11.2 Invoice Certification

Please submit invoices to the following addressee:

Defense Security Cooperation Agency
 Attn: Jim Pollitt, DSCA/IT/PMO

201 12th Street South, Suite 203
 Arlington, VA 22202-5408
 TEL: (703) 604-6585

The invoice document 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;
- c. Invoice number and date;
- d. Contract Number and/or Task Order 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.

Instructions For Payment Office:

Do not prorate payments on this contract. Invoices are to be paid per specific contract line item number (CLIN) and accounting classification reference number (ACRN) in order of allocation as cited by the contractor. A copy of the final paid invoice should be forwarded to the Issuing Office’s address in Block 9.

Contracting Officer’s Representative (COR) Name And Address:

Mr. Jim Pollitt, DSCA/IT/PMO
 201 12th Street South, Ste 203
 Arlington, VA 22202-5408
 Email: Jim.Pollitt@dsc.mil

12.0 Federal Government Holidays

For planning purposes the 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	

13.0 POC For Any Contractual Matters:

Lisa Davis
 Contracting Officer
 201 12th Street South, Ste 203
 Arlington, VA 22202-5408
 Email: Lisa.Davis@dsc.mil
 Commercial: (703) 604-0938

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Task 1 FFP All support required to perform Task 1 of the Performance Work Statement (PWS) - Modify Functionality To Meet User Needs. FOB: Destination PURCHASE REQUEST NUMBER: DNAR70126	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Task 2 FFP All support required to perform Task 2 of the Performance Work Statement (PWS) - Associated Support To Production Maintenance and Development. FOB: Destination PURCHASE REQUEST NUMBER: DNAR70126	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Task 3 FFP All support required to perform Task 3 of the Performance Work Statement (PWS) - Program Management Services. FOB: Destination PURCHASE REQUEST NUMBER: DNAR70126	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Task 4 - OPTIONAL CLIN FFP All support required to perform Task 4 of the Performance Work Statement (PWS) - Knowledge Transfer. This is an optional CLIN and shall be priced out at the time of need. FOB: Destination PURCHASE REQUEST NUMBER: DNAR70126	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Task 1 FFP All support required to perform Task 1 of the Performance Work Statement (PWS) - Modify Functionality To Meet User Needs. FOB: Destination PURCHASE REQUEST NUMBER: DNAR70126	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Task 2 FFP All support required to perform Task 2 of the Performance Work Statement (PWS) - Associated Support To Production Maintenance and Development. FOB: Destination PURCHASE REQUEST NUMBER: DNAR70126	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Task 3 FFP All support required to perform Task 3 of the Performance Work Statement (PWS) - Program Management Services. FOB: Destination PURCHASE REQUEST NUMBER: DNAR70126	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Task 4 - OPTIONAL CLIN FFP All support required to perform Task 4 of the Performance Work Statement (PWS) - Knowledge Transfer. This is an optional CLIN and shall be priced out at the time of need. FOB: Destination PURCHASE REQUEST NUMBER: DNAR70126	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Task 1 FFP All support required to perform Task 1 of the Performance Work Statement (PWS) - Modify Functionality To Meet User Needs. FOB: Destination PURCHASE REQUEST NUMBER: DNAR70126	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	Task 2 FFP All support required to perform Task 2 of the Performance Work Statement (PWS) - Associated Support To Production Maintenance and Development. FOB: Destination PURCHASE REQUEST NUMBER: DNAR70126	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 OPTION	Task 3 FFP All support required to perform Task 3 of the Performance Work Statement (PWS) - Program Management Services. FOB: Destination PURCHASE REQUEST NUMBER: DNAR70126	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012 OPTION	Task 4 - OPTIONAL CLIN FFP All support required to perform Task 4 of the Performance Work Statement (PWS) - Knowledge Transfer. This is an optional CLIN and shall be priced out at the time of need. FOB: Destination PURCHASE REQUEST NUMBER: DNAR70126	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013 OPTION	Task 1 FFP All support required to perform Task 1 of the Performance Work Statement (PWS) - Modify Functionality To Meet User Needs. FOB: Destination PURCHASE REQUEST NUMBER: DNAR70126	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014 OPTION	Task 2 FFP All support required to perform Task 2 of the Performance Work Statement (PWS) - Associated Support To Production Maintenance and Development. FOB: Destination PURCHASE REQUEST NUMBER: DNAR70126	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015 OPTION	Task 3 FFP All support required to perform Task 3 of the Performance Work Statement (PWS) - Program Management Services. FOB: Destination PURCHASE REQUEST NUMBER: DNAR70126	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016 OPTION	Task 4 - OPTIONAL CLIN FFP All support required to perform Task 4 of the Performance Work Statement (PWS) - Knowledge Transfer. This is an optional CLIN and shall be priced out at the time of need. FOB: Destination PURCHASE REQUEST NUMBER: DNAR70126	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017 OPTION	Task 1 FFP All support required to perform Task 1 of the Performance Work Statement (PWS) - Modify Functionality To Meet User Needs. FOB: Destination PURCHASE REQUEST NUMBER: DNAR70126	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018 OPTION	Task 2 FFP All support required to perform Task 2 of the Performance Work Statement (PWS) - Associated Support To Production Maintenance and Development. FOB: Destination PURCHASE REQUEST NUMBER: DNAR70126	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019 OPTION	Task 3 FFP All support required to perform Task 3 of the Performance Work Statement (PWS) - Program Management Services. FOB: Destination PURCHASE REQUEST NUMBER: DNAR70126	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020 OPTION	Task 4 - OPTIONAL CLIN FFP All support required to perform Task 4 of the Performance Work Statement (PWS) - Knowledge Transfer. This is an optional CLIN and shall be priced out at the time of need. FOB: Destination PURCHASE REQUEST NUMBER: DNAR70126	1	Lot		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government

0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-SEP-2007 TO 29-SEP-2008	N/A	DEFENSE SECURITY COOPERATION AGENCY-IT MR KENT WIGGINS DSAMS PROGRAMS MANAGEMENT OFFICE (PMO) 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22202-5408 (703) 604-6553 FOB: Destination	HQ0013
0002	POP 30-SEP-2007 TO 29-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0003	POP 30-SEP-2007 TO 29-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0004	POP 29-JUN-2008 TO 29-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0005	POP 30-SEP-2008 TO 29-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0006	POP 30-SEP-2008 TO 29-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0007	POP 30-SEP-2008 TO 29-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013

0008	POP 29-JUN-2009 TO 29-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0009	POP 30-SEP-2009 TO 29-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0010	POP 30-SEP-2009 TO 29-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0011	POP 30-SEP-2009 TO 29-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0012	POP 29-JUN-2010 TO 29-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0013	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0014	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0015	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0016	POP 29-JUN-2011 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0017	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0018	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0019	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0020	POP 29-JUN-2012 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013

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
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.215-2	Audit and Records--Negotiation	JUN 1999
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-8	Discounts For Prompt Payment	FEB 2002
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
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
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
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7020	Rights In Data--Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	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

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(k) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

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

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified

in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

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

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

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

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

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

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

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

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

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

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

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

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

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

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

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

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

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

ADDENDUM TO FAR 52.215-1 INSTRUCTION TO OFFERORS - - COMMERCIAL ITEMS (OCTOBER 2000)

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

- (1) **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.

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, Key Personnel and 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 Instructions

Volume 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.

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 sub factors listed below:

a. Sub-Factor A, Understanding of the Work - As a minimum, the offeror should demonstrate knowledge and understanding of the required services.

b. Sub-Factor B, Key Personnel and Management of Operations - As a minimum, the contractor must describe how the Contractor intends to meet the performance objectives identified in the PWS, and should also identify those areas the Contractor sees as critical to the customers for this contract, how it will monitor quality performance in those areas, and how it will maintain or exceed customer expectations, including identification and correction of problems.

c. Sub-Factor C, Quality Control (QCP) - The QCP must demonstrate the contractor's ability to provide oversight, measurements, and reporting processes to ensure compliance with all contract requirements. The Quality Control Plan must include all elements in the PWS and Performance Requirements Summary; to include a comprehensive and effective Safety and Security programs that complies with all contract safety and security requirements.

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. NOTE: It is the responsibility on the offeror to ensure that the PPQs are received by the proposal submission date.

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 all contracts and subcontracts currently in process. Contracts listed may include those entered into by the Federal Government, state and local government agencies and commercial customers.

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.

3 (a). 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.

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: _____

[Redacted box]

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:

7. 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.

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

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

10. Asking questions - All questions regarding this solicitation should be directed to the Contracting Officer cited below. They may be submitted by e-mail. Technical or legal questions should be submitted not later than 15 Aug 2007 at 1:00 PM. 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

11. Artifacts to Be Provided on CD-ROM Upon Request from Contractors

- (1) A copy of the DSAMS production UDS/Forte code
- (2) At least 3 sample conversion programs each from both those written in PERL and those written in PL/SQL
- (3) At least 3 representative functional specifications for parts of the business application that the contractor will be asked to work on
- (4) At least 3 sample reports each from both Impromptu and Oracle Reports
- (5) A copy of the Oracle database schema with objects
- (6) A list of the agreed-upon functional requirements changes for the Air Force TM from May 2005, annotated with which ones are known to still require additional work
- (7) At least 3 sample Test Problem Reports (TPRs), or bugs
- (8) At least 3 sample Release Enhancements

Obtaining DSAMS Artifacts for proposal preparation purposes - To allow offerors to prepare accurate proposals, DSCA intends to provide potential offerors, upon request, the above mentioned artifacts. Request for CDs must be submitted no later than 15 Aug 2007, 1:00 PM. **NO EXCEPTIONS.**

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 17 Sep 2007, 1:00 PM.
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 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:

Ms. Lisa Davis
Contracting Officer
201 12th Street South, Ste 203
Arlington, VA 22202-5408
Email: Lisa.Davis@dscamil
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 MAINTENANCE/ENHANCEMENT 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.

All Items must be returned to DSCA not later than 17 Sep 2007 at 1:00 PM. The information in all artifacts shall not be copied, transferred, disseminated, retained or further disclosed for a purpose not directly related to this solicitation. Requests should be made via email not later than 15 Aug 2007, 1:00PM to obtain the artifacts. **NO EXCEPTIONS.**

Request should be sent to the following:

Lisa Davis
Contracting Officer
201 12th Street South, Ste 203
Arlington, VA 22202-5408
Email: Lisa.Davis@dsc.mil
Commercial: (703) 604-0938

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

(a) The Government reserves the right to award this contract without discussions. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Technical Capability
2. Past Performance
3. Price

Technical Capability is divided into three sub-factors: (1) Understanding of the Work (2) Key Personnel and Management of Operations and (3) Quality Control.

Past Performance contains three sub-factors which are of equal important to each other: (1) Quality of Service (2) Timeliness of Performance and (3) Business Practices/Customer Satisfaction.

ORDER OF IMPORTANCE

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

b. Factor 1, Technical Capability: The Government will evaluate the Offeror's technical capability to determine the degree to which the information provided by the offeror in its proposal demonstrates the offeror's

ability to manage, supervise, and perform in accordance with the contract requirements and the sub factors listed below

(1) Sub-Factor A, Understanding of the Work: Demonstrated knowledge and understanding of the required services.

(2) Sub-Factor B: Key Personnel and Management of Operations: The contractor must describe how the Contractor intends to meet the performance objectives identified in the PWS, and should also identify those areas the Contractor sees as critical to the customers for this contract, how it will monitor quality performance in those areas, and how it will maintain or exceed customer expectations, including identification and correction of problems.

(3) Sub-Factor C: Quality Control (QCP): The QCP must demonstrate the contractor's ability to provide oversight, measurements, and reporting processes to ensure compliance with all contract requirements. The Quality Control Plan must include all elements in the PWS and Performance Requirements Summary; to include a comprehensive and effective Safety and Security programs that complies with all contract safety and security requirements

All subfactors for technical capability will be of equal importance.

c. Factor 2, Past Performance: Past performance information will be obtained from references provided by the offeror who completed the Past Performance Questionnaire 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 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 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 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, 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.

All subfactors for past performance will be of equal importance.

d. Factor 3 Price: The price for each CLIN will be evaluated separately. Price will be evaluated for price reasonableness in accordance with FAR 15.305(a)(1) based on the total proposed price for the base period of performance and all option periods together. The determination that the total price is reasonable will be made by a comparison of other offers

received. If only one offer is received, the determination may be based on a comparison to the IGCE or by any other reasonable basis.

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.
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	

Table 1. TECHNICAL RATING SCALE

Technical Evaluation Rating	
Rating	Description
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.

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

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

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

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

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2006)

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

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

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

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

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

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

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

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

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

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

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

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

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

(4) Type of organization.

___ Sole proprietorship;

- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer \$1 million or less

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

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

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

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

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

Over 1,000 Over \$17 million

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

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

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more

individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

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

Other Foreign End Products:

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

_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[List as necessary]

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

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

Canadian End Products:

Line Item No.

-

-

-

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
-	-

—	—
_____	_____
—	—

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

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

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

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

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

(1) Listed End Product

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

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

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

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

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

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

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

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007)

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

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

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

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

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

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

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

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

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

- (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (15) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- (17) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (18) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (20) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (23)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- (24) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (25)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- (26) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (27) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (30) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (31) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (32) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (33) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (35) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (36)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

X (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

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

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

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

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

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

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

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

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

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

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)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

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

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

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

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

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

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

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

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

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

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

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

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

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

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

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

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Defense Security Cooperation Agency the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Defense Security Cooperation Agency Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Defense Security Cooperation Agency.

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The insert name of SBA's contractor will notify the Defense Security Cooperation Agency Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(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 Defense Security Cooperation Agency, 201 12th 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):

<https://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):

<https://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)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

WAGE DETERMINATION

WD 05-2447 (Rev.-3) was first posted on www.wdol.gov on 06/05/2007

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

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| Wage Determination No.: 2005-2447

William W.Gross Division of | Revision No.: 3

Director Wage Determinations| Date Of Revision: 05/29/2007

State: Pennsylvania

Area: Pennsylvania Counties of Berks, Cumberland, Dauphin, Juniata, Lancaster,
Lebanon, Mifflin, Montour, Northumberland, Perry, Snyder, Union

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.42
01012 - Accounting Clerk II	14.31
01013 - Accounting Clerk III	16.41
01020 - Administrative Assistant	20.32
01040 - Court Reporter	15.37
01051 - Data Entry Operator I	10.60
01052 - Data Entry Operator II	12.91
01060 - Dispatcher, Motor Vehicle	15.90
01070 - Document Preparation Clerk	11.81
01090 - Duplicating Machine Operator	11.81
01111 - General Clerk I	11.14
01112 - General Clerk II	12.60
01113 - General Clerk III	14.13
01120 - Housing Referral Assistant	18.60
01141 - Messenger Courier	10.54
01191 - Order Clerk I	11.08

01192 - Order Clerk II	13.52	
01261 - Personnel Assistant (Employment) I		13.03
01262 - Personnel Assistant (Employment) II		14.55
01263 - Personnel Assistant (Employment) III		16.32
01270 - Production Control Clerk	17.36	
01280 - Receptionist	10.84	
01290 - Rental Clerk	11.76	
01300 - Scheduler, Maintenance	14.19	
01311 - Secretary I	14.19	
01312 - Secretary II	16.64	
01313 - Secretary III	18.60	
01320 - Service Order Dispatcher	16.16	
01410 - Supply Technician	20.32	
01420 - Survey Worker	12.93	
01531 - Travel Clerk I	10.31	
01532 - Travel Clerk II	11.06	
01533 - Travel Clerk III	11.86	
01611 - Word Processor I	11.94	
01612 - Word Processor II	14.12	
01613 - Word Processor III	15.75	
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		17.73
05010 - Automotive Electrician	17.16	
05040 - Automotive Glass Installer	16.45	
05070 - Automotive Worker	16.45	
05110 - Mobile Equipment Servicer	15.04	
05130 - Motor Equipment Metal Mechanic	17.69	
05160 - Motor Equipment Metal Worker	16.45	
05190 - Motor Vehicle Mechanic	17.69	
05220 - Motor Vehicle Mechanic Helper	14.32	
05250 - Motor Vehicle Upholstery Worker	15.74	
05280 - Motor Vehicle Wrecker	16.45	
05310 - Painter, Automotive	17.16	
05340 - Radiator Repair Specialist	16.45	
05370 - Tire Repairer	14.53	
05400 - Transmission Repair Specialist	17.69	

07000 - Food Preparation And Service Occupations	
07010 - Baker	12.03
07041 - Cook I	9.90
07042 - Cook II	10.84
07070 - Dishwasher	7.90
07130 - Food Service Worker	9.07
07210 - Meat Cutter	13.36
07260 - Waiter/Waitress	7.73
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.16
09040 - Furniture Handler	13.15
09080 - Furniture Refinisher	17.16
09090 - Furniture Refinisher Helper	14.32
09110 - Furniture Repairer, Minor	15.74
09130 - Upholsterer	17.76
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.33
11060 - Elevator Operator	9.33
11090 - Gardener	12.66
11122 - Housekeeping Aide	10.20
11150 - Janitor	11.54
11210 - Laborer, Grounds Maintenance	10.47
11240 - Maid or Houseman	8.76
11260 - Pruner	9.72
11270 - Tractor Operator	11.94
11330 - Trail Maintenance Worker	10.47
11360 - Window Cleaner	11.84
12000 - Health Occupations	
12010 - Ambulance Driver	11.56
12011 - Breath Alcohol Technician	15.18
12012 - Certified Occupational Therapist Assistant	17.00
12015 - Certified Physical Therapist Assistant	15.46
12020 - Dental Assistant	13.67
12025 - Dental Hygienist	25.79
12030 - EKG Technician	18.75
12035 - Electroneurodiagnostic Technologist	18.75

12040 - Emergency Medical Technician	11.56
12071 - Licensed Practical Nurse I	13.53
12072 - Licensed Practical Nurse II	15.18
12073 - Licensed Practical Nurse III	16.98
12100 - Medical Assistant	12.39
12130 - Medical Laboratory Technician	14.31
12160 - Medical Record Clerk	13.99
12190 - Medical Record Technician	14.00
12195 - Medical Transcriptionist	12.89
12210 - Nuclear Medicine Technologist	23.96
12221 - Nursing Assistant I	7.92
12222 - Nursing Assistant II	8.92
12223 - Nursing Assistant III	9.74
12224 - Nursing Assistant IV	11.73
12235 - Optical Dispenser	12.36
12236 - Optical Technician	13.61
12250 - Pharmacy Technician	12.29
12280 - Phlebotomist	12.36
12305 - Radiologic Technologist	21.10
12311 - Registered Nurse I	18.15
12312 - Registered Nurse II	22.21
12313 - Registered Nurse II, Specialist	22.21
12314 - Registered Nurse III	26.87
12315 - Registered Nurse III, Anesthetist	26.87
12316 - Registered Nurse IV	32.22
12317 - Scheduler (Drug and Alcohol Testing)	18.87
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.21
13012 - Exhibits Specialist II	20.10
13013 - Exhibits Specialist III	24.57
13041 - Illustrator I	16.21
13042 - Illustrator II	20.10
13043 - Illustrator III	24.57
13047 - Librarian	22.25
13050 - Library Aide/Clerk	9.86
13054 - Library Information Technology Systems Administrator	20.10

13058 - Library Technician	11.79
13061 - Media Specialist I	12.88
13062 - Media Specialist II	14.40
13063 - Media Specialist III	16.06
13071 - Photographer I	17.17
13072 - Photographer II	19.67
13073 - Photographer III	21.37
13074 - Photographer IV	26.14
13075 - Photographer V	31.64
13110 - Video Teleconference Technician	14.49
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.24
14042 - Computer Operator II	15.57
14043 - Computer Operator III	17.53
14044 - Computer Operator IV	19.48
14045 - Computer Operator V	21.58
14071 - Computer Programmer I	19.69
14072 - Computer Programmer II (1)	24.20
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	25.94
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	12.79
14160 - Personal Computer Support Technician	13.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	22.82
15020 - Aircrew Training Devices Instructor (Rated)	27.62
15030 - Air Crew Training Devices Instructor (Pilot)	30.38
15050 - Computer Based Training Specialist / Instructor	25.15
15060 - Educational Technologist	27.87
15070 - Flight Instructor (Pilot)	30.38
15080 - Graphic Artist	18.23
15090 - Technical Instructor	17.59
15095 - Technical Instructor/Course Developer	21.51
15110 - Test Proctor	14.30

15120 - Tutor	14.30	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	8.06	
16030 - Counter Attendant	8.06	
16040 - Dry Cleaner	10.36	
16070 - Finisher, Flatwork, Machine	8.06	
16090 - Presser, Hand	8.06	
16110 - Presser, Machine, Drycleaning	8.06	
16130 - Presser, Machine, Shirts	8.06	
16160 - Presser, Machine, Wearing Apparel, Laundry	8.06	
16190 - Sewing Machine Operator	11.03	
16220 - Tailor	11.65	
16250 - Washer, Machine	8.81	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)	17.16	
19040 - Tool And Die Maker	19.46	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	14.59	
21030 - Material Coordinator	17.84	
21040 - Material Expediter	17.84	
21050 - Material Handling Laborer	13.73	
21071 - Order Filler	11.28	
21080 - Production Line Worker (Food Processing)	14.59	
21110 - Shipping Packer	13.39	
21130 - Shipping/Receiving Clerk	13.39	
21140 - Store Worker I	11.23	
21150 - Stock Clerk	14.05	
21210 - Tools And Parts Attendant	14.59	
21410 - Warehouse Specialist	14.59	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	22.80	
23021 - Aircraft Mechanic I	20.91	
23022 - Aircraft Mechanic II	22.80	
23023 - Aircraft Mechanic III	23.05	
23040 - Aircraft Mechanic Helper	16.93	
23050 - Aircraft, Painter	19.92	

23060 - Aircraft Servicer	18.61
23080 - Aircraft Worker	19.45
23110 - Appliance Mechanic	20.77
23120 - Bicycle Repairer	14.53
23125 - Cable Splicer	25.48
23130 - Carpenter, Maintenance	17.60
23140 - Carpet Layer	16.45
23160 - Electrician, Maintenance	21.20
23181 - Electronics Technician Maintenance I	17.97
23182 - Electronics Technician Maintenance II	20.82
23183 - Electronics Technician Maintenance III	26.25
23260 - Fabric Worker	17.09
23290 - Fire Alarm System Mechanic	19.93
23310 - Fire Extinguisher Repairer	16.12
23311 - Fuel Distribution System Mechanic	21.16
23312 - Fuel Distribution System Operator	17.60
23370 - General Maintenance Worker	16.46
23380 - Ground Support Equipment Mechanic	20.91
23381 - Ground Support Equipment Servicer	18.61
23382 - Ground Support Equipment Worker	19.45
23391 - Gunsmith I	15.56
23392 - Gunsmith II	17.40
23393 - Gunsmith III	19.23
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.24
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.24
23430 - Heavy Equipment Mechanic	18.44
23440 - Heavy Equipment Operator	17.69
23460 - Instrument Mechanic	19.93
23465 - Laboratory/Shelter Mechanic	18.32
23470 - Laborer	12.66
23510 - Locksmith	18.32
23530 - Machinery Maintenance Mechanic	18.51
23550 - Machinist, Maintenance	20.59
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	19.93

23592 - Metrology Technician II	20.86	
23593 - Metrology Technician III	21.82	
23640 - Millwright	22.58	
23710 - Office Appliance Repairer	19.97	
23760 - Painter, Maintenance	18.98	
23790 - Pipefitter, Maintenance	22.50	
23810 - Plumber, Maintenance	21.17	
23820 - Pneudraulic Systems Mechanic	19.93	
23850 - Rigger	19.93	
23870 - Scale Mechanic	18.03	
23890 - Sheet-Metal Worker, Maintenance	19.75	
23910 - Small Engine Mechanic	16.45	
23931 - Telecommunications Mechanic I	21.06	
23932 - Telecommunications Mechanic II	21.89	
23950 - Telephone Lineman	21.06	
23960 - Welder, Combination, Maintenance	17.69	
23965 - Well Driller	19.93	
23970 - Woodcraft Worker	19.93	
23980 - Woodworker	15.04	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	8.81	
24580 - Child Care Center Clerk	12.51	
24610 - Chore Aide	10.06	
24620 - Family Readiness And Support Services Coordinator	12.43	
24630 - Homemaker	12.90	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	18.47	
25040 - Sewage Plant Operator	18.13	
25070 - Stationary Engineer	18.47	
25190 - Ventilation Equipment Tender	14.49	
25210 - Water Treatment Plant Operator	18.13	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	13.59	
27007 - Baggage Inspector	10.21	
27008 - Corrections Officer	21.92	
27010 - Court Security Officer	21.92	

27030 - Detection Dog Handler	14.61
27040 - Detention Officer	21.92
27070 - Firefighter	20.45
27101 - Guard I	10.21
27102 - Guard II	14.61
27131 - Police Officer I	25.36
27132 - Police Officer II	28.19
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.15
28042 - Carnival Equipment Repairer	11.17
28043 - Carnival Equipment Worker	8.66
28210 - Gate Attendant/Gate Tender	12.14
28310 - Lifeguard	10.03
28350 - Park Attendant (Aide)	12.60
28510 - Recreation Aide/Health Facility Attendant	9.91
28515 - Recreation Specialist	10.39
28630 - Sports Official	8.75
28690 - Swimming Pool Operator	16.89
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.03
29020 - Hatch Tender	18.03
29030 - Line Handler	18.03
29041 - Stevedore I	17.41
29042 - Stevedore II	18.98
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.38
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.33
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	24.59
30021 - Archeological Technician I	14.28
30022 - Archeological Technician II	15.99
30023 - Archeological Technician III	19.80
30030 - Cartographic Technician	19.80
30040 - Civil Engineering Technician	22.55
30061 - Drafter/CAD Operator I	14.05
30062 - Drafter/CAD Operator II	15.52
30063 - Drafter/CAD Operator III	18.22

30064 - Drafter/CAD Operator IV	19.80
30081 - Engineering Technician I	14.27
30082 - Engineering Technician II	16.01
30083 - Engineering Technician III	17.91
30084 - Engineering Technician IV	22.24
30085 - Engineering Technician V	27.20
30086 - Engineering Technician VI	32.89
30090 - Environmental Technician	20.09
30210 - Laboratory Technician	21.22
30240 - Mathematical Technician	19.80
30361 - Paralegal/Legal Assistant I	15.96
30362 - Paralegal/Legal Assistant II	21.20
30363 - Paralegal/Legal Assistant III	25.94
30364 - Paralegal/Legal Assistant IV	31.38
30390 - Photo-Optics Technician	21.03
30461 - Technical Writer I	14.66
30462 - Technical Writer II	17.92
30463 - Technical Writer III	21.69
30491 - Unexploded Ordnance (UXO) Technician I	20.58
30492 - Unexploded Ordnance (UXO) Technician II	24.90
30493 - Unexploded Ordnance (UXO) Technician III	29.85
30494 - Unexploded (UXO) Safety Escort	20.58
30495 - Unexploded (UXO) Sweep Personnel	20.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	15.14
30621 - Weather Observer, Senior (3)	16.83
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.01
31030 - Bus Driver	14.17
31043 - Driver Courier	11.33
31260 - Parking and Lot Attendant	8.69
31290 - Shuttle Bus Driver	12.04
31310 - Taxi Driver	8.83
31361 - Truckdriver, Light	12.04
31362 - Truckdriver, Medium	14.85
31363 - Truckdriver, Heavy	18.55
31364 - Truckdriver, Tractor-Trailer	18.55

99000 - Miscellaneous Occupations

99030 - Cashier	8.36
99050 - Desk Clerk	8.20
99095 - Embalmer	20.06
99251 - Laboratory Animal Caretaker I	9.46
99252 - Laboratory Animal Caretaker II	10.04
99310 - Mortician	22.06
99410 - Pest Controller	13.70
99510 - Photofinishing Worker	7.91
99710 - Recycling Laborer	12.58
99711 - Recycling Specialist	12.63
99730 - Refuse Collector	10.29
99810 - Sales Clerk	10.07
99820 - School Crossing Guard	8.58
99830 - Survey Party Chief	16.29
99831 - Surveying Aide	11.15
99832 - Surveying Technician	14.36
99840 - Vending Machine Attendant	13.35
99841 - Vending Machine Repairer	15.35
99842 - Vending Machine Repairer Helper	13.35

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 8 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day,

Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All

operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work,

there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.