

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER DNAR90007STAF		PAGE 1 OF 37			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ0013-08-R-0014		6. SOLICITATION ISSUE DATE 05-Aug-2008	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JANET SZATMARY				b. TELEPHONE NUMBER (No Collect Calls) (703) 601-3848		8. OFFER DUE DATE/LOCAL TIME 11:00 AM 22 Aug 2008	
9. ISSUED BY DEFENSE SECURITY COOPERATION AGENCY-CON JANET SZATMARY 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22202  TEL: 701-601-3728 FAX: 703-602-1671		CODE HQ0013		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 6.5 NAICS: 541611		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
15. DELIVER TO DEFENSE SECURITY COOPERATION AGENCY-PGM LTC MARK BAROWSKI WEAPONS (WPN) 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22201-5408 TEL: HUMANITARIAN 4-6625 FAX:		CODE HQ0013		16. ADMINISTERED BY					
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
<b>SEE SCHEDULE</b>									
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>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>					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><b>SEE SCHEDULE</b></p>					

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER
	42b. RECEIVED AT ( <i>Location</i> )	
	42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT**

**Date: 1 October 2008**

**1.0 INTRODUCTION**

**1.1 Organization**

The Defense Security Cooperation Agency (DSCA)

**1.2 Objectives And Background**

**1.2.1 Background**

The Defense Security Cooperation Agency (DSCA) has program responsibilities for sales and transfers of defense articles and services to international customers. As part of its overall responsibilities, DSCA is the Department of Defense (DoD) agency delegated the responsibility to manage the transfer or sale of U.S. military end-items under Sections 516 and 623 of the Foreign Assistance Act (FAA) of 1961 (22 U.S.C. 2321j) as amended, and Chapters 2 and 3 of the Arms Export Control Act (AECA).

**1.2.2 Objective**

The objective of this order is to secure qualified support to research and prepare reports related to the transfer or sale of U.S. military end-items to international allies. The Integrated Logistics Services and Technical Program Management Support Mission includes: coordination, management and providing information on all aspects involved in the sale, transfer, or lease of defense articles to include Excess Defense Articles (EDA) and defense services to international allies. This will include providing advice to ensure control of the export of items that constitute the United States Munitions List.

Additional requirements involve research and assistance in the development of other various reports to include: the annual Congressional JAVITS report, Management Tracking Reports from DSCA-unique electronic databases systems (e.g., Defense Security Assistance Management Systems - DSAMS), and assisting in the preparation of briefing materials (such as Directorate command briefing and Director-level tailored briefings).

**2.0 TECHNICAL MANAGEMENT SUPPORT**

Performance Objective No. 1

Research and analyses required to monitor and execute Security Assistance agreements for the transfer of EDA from the DoD to approved international customers.

Performance Standard No. 1

- Assisting with the management/oversight of efforts involved in the transfer of EDA materials to authorized recipient customer countries.

- Reviewing EDA documents for consistency, accuracy and conformance with policy and law. When deficiencies are noted, bring them to the attention of the project leader as appropriate.
- Assisting in formatting, preparing and proof reading documents that are required to authorize an EDA transfer.
- Liaising with DoD, Department of State (DoS), Department of Commerce (DoC), Department of Transportation (DoT) and Congressional officials to complete coordination and execution of specific EDA transactions.
- Assisting in tracking the status of the documents to include follow-up(s) with action officials in order to meet suspenses and providing feedback to management as necessary.
- Draft correspondence, including letters, memoranda, staff briefing sheets and Defense Messaging System (DMS) entries as required.
- Researching and development of various reports that may be required to respond to lawful requirements, higher management, Congressional inquiries and customer countries.
- Update to EDA database as required.
- Prepare after action report (AAR) with suggested ways to improve the process/product, etc.
- The contractor will meet the objective being on time 95 % of the time.

#### Performance Measure No. 1

Monthly

#### Performance Objective No. 2

Research and analyses required to monitor and execute Security Assistance agreements for the leasing of military articles from the DoD to approved international customers.

#### Performance Standard No. 2

- Assisting with the management/oversight of efforts involved in the leasing of defense articles to authorized countries.
- Review lease documents for consistency, accuracy and conformance with policy. When deficiencies are noted, take action to have deficiencies corrected and bring them to the attention of the project leader as appropriate.
- Format, prepare, and assist in proof reading documents to authorize the leasing of the defense articles.
- Liaising with DoD, DoS and Congressional officials as required to complete coordination and execution.
- Track the status of the leases as required.
- Research and provide required data for development of various required reports.
- Update the lease database as required.
- Prepare AAR with suggested ways to improve the process, product, etc.
- The contractor will meet the objective being on time 95% of the time.

#### Performance Measure No. 2

Annually

### Performance Objective No. 3

Research and analyses required to approve U.S. industry requests to lease U.S. Government facilities and manufacturing tools to support the commercial sale of military articles to approved international customers.

### Performance Standard No. 3

- Assisting with the management/oversight of efforts involved in the rental of U.S. Government facilities and manufacturing tools to support commercial sale of defense articles to authorized countries.
- Reviewing U.S. industry requests to ensure conformance with rental policy guidelines.
- Liaising within DoD and with U.S. industry as required to resolve issues related to industry requests as needed.
- Format, prepare, and assist in proof reading documents that are required to authorize a rental request.
- Track the status of the documents to include follow-up(s) with action officials and providing feedback to management as necessary.
- Research and provide required data for development of various required reports.
- Update the commercial rental database as required.
- Prepare AAR with suggested ways to improve the process/product, etc.
- The contractor will meet the objective being on time 95% of the time.

### Performance Measure No. 3

Monthly

### Performance Objective No. 4

Assist in research and analyses required to establish Non-recurring Cost (NC) values, distributing notifications of established values in various publications or databases, and monitor and execute requests for waivers of NC associated with the DoD sale of military equipment to approved international customers.

### Performance Standard No. 4

- Assisting with the management/oversight of efforts necessary to document the approval/disapproval of requests for NC waiver
- Reviewing NC waiver request documents for consistency, accuracy and conformance with policy. When deficiencies are noted, bring them to the attention of the originator or project leader as appropriate.
- Liaising with MILDEPS and DoD official regarding development of NC waivers.
- Research and analyze when DoD entities determine that established NC values do not recoup Research and Development costs and that rental charges are appropriate.
- Research and develop NC waiver reports that may be required to respond to lawful requirements, higher management, Congressional inquiries and customer countries.
- Track the status of the documents to include follow-up(s) with action officials and providing feedback to management as necessary.
- Research and analyze data required supporting the establishment of NC values.

- Distribute NC value data to appropriate DSCA officials for publication and loading in applicable databases.
- Maintaining NC database as necessary.
- Researching and assisting in the development of various NC waiver reports that may be required to respond to higher management, Congressional inquiries, and customer countries.
- Draft correspondence, including letters, memoranda, staff briefing sheets and DMS entries as required.
- Prepare AAR with suggested ways to improve the process/product, etc.
- The contractor will meet the objective being on time 98% of the time.

#### Performance Measure No. 4

Monthly

#### Performance Objective No. 5

Assist in researching and the development of other various internal and external reports related to the licensing and sale of military articles to international allies.

#### Performance Standard No. 5

- Liaising with Military Departments (MILDEPS), Combatant Commander representatives, DoS, and DoD officials regarding development of various Congressional reports such as the JAVITS.
- Researching munitions cases and development of proposed DoD positions regarding technology transfer.
- Assisting in drafting correspondence, including letters, memoranda, staff briefing sheets and DMS entries as required.
- Researching and development of various reports that may be required to respond to higher management, Congressional inquiries and customer countries.
- Prepare AAR with suggested ways to improve the process/product, etc.
- The contractor will meet the objective being on time 98% of the time.

#### Performance Measure No. 5

Monthly

#### Performance Objective No. 6

Assist in the preparation of briefing materials such as Directorate command briefings and Director-level tailored briefings.

#### Performance Standard No. 6

- Work with Directorate leaders and assigned action officers to shape draft briefings into final products.
- Provide each final briefing in required electronic/hard copy format(s).
- The contractor will meet the objective being on time 98% of the time.

Performance Measure No. 6

Annually

Performance Objective No. 7

Support other Integrated Logistics Services and Technical Program Management support-related requirements as assigned by the Task Manager.

Performance Standard No. 7

- Support other Integrated Logistics Services and Technical Program Management support-related requirements as assigned by the Task Manager.
- Review, research, and analyze MASL documents for consistency, accuracy and conformance with policy. When deficiencies are noted, bring them to the attention of the originator or project leader as appropriate.
- The contractor will meet the objective being on time 90% of the time.

Performance Measure No. 7

Annually

**3.0 CONTRACT MANAGEMENT**

**3.1 Task Oversight** The Contracting Officer's Representative (COR) and Task Manager will provide any required oversight.

**3.2 Deliverables**

- Verbal or email status reports as required to cognizant COR and/or Task Manager.
- Monthly progress report via email addressing work assigned, accomplished and any issues emphasizing processes and functional requirements. Due 20 days after end of each month.
- Supplemental monthly financial report via email that includes budgeted amounts, expenditures and current balances. Due 20 days after end of each month.
- Hard/electronic/soft copies of any reports, briefings, as required.

**4.0 PERFORMANCE**

**4.1 Place of Performance.** The contractor shall perform the tasks on-site at the Government's facility. The DSCA is located at 201 12<sup>th</sup> Street, Suite 203, Arlington, VA 22202-5408.

**4.2 Period of Performance.** One year with two optional years.

1 October 2008 – 30 September 2009 (Base Year)

1 October 2009 – 30 September 2010 (Option Year 1)

1 October 2010 – 30 September 2011 (Option Year 2)

1 October 2011 – 30 September 2012 (Option Year 3)

1 October 2012 – 30 September 2013 (Option Year 4)

**5.0 KEY PERSONNEL**

The contractor must provide resumes of all proposed personnel in response to this PWS and all subsequent contract modifications. The resumes must identify all proposed personnel and their proposed role in the execution of this PWS. The contractor must identify those proposed individuals 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.

## **6.0 TRAVEL**

**Long distance travel within U.S. may be necessary and must be approved by the COR before the travel is made.**

- Travel Estimates may include multiple trips to DSCA satellite facilities in Mechanicsburg, PA (Defense Security Assistance Development Center - DSASC), Wright-Patterson AFB, OH (Defense Institute of Security Assistance Management - DISAM), and Battle Creek, MI (Defense Reutilization and Marketing Service - DRMS).

## **7.0 GOVERNMENT FURNISHED EQUIPMENT (GFE)/DATA**

GFE and supplies such as telephone & cell phone (both local/long distance), computer and software for word processing and briefing preparation, standard office equipment and furniture as required, and normal office supplies such as paper, pens, etc.

## **8.0 PROPRIETARY INFORMATION**

The Government will retain rights to all intellectual property and publications produced in the course of this project.

## **9.0 SECURITY CLEARANCES**

The Contractor shall assure that the person assigned possesses a SECRET security clearance. Upon request, the Contractor shall provide verification of clearance to DSCA's Security Officer and the DSCA COR. A DD Form 254 for the Contractor is contained in the contract file. The Contractor shall obtain a DoD Building Pass (Badge) through the Pentagon Badge Office.

## **10.0 OTHER REQUIREMENTS**

Computer skills required: Word, Excel, PowerPoint, Access

## **11.0 PAYMENT SCHEDULE**

Monthly invoices will be allowed and will be paid within 30 days of receipt. Invoices will be submitted to COR for approval and certification to the corresponding DFAS office. The COR is responsible for submitting a DD Form 250 to certify all invoices.

### **COR Name, Address and Contact Information:**

Please submit invoices to the following addressee:

Defense Security Cooperation Agency (DSCA)  
ATTN: Mark Barowski  
201 12<sup>th</sup> Street South, Suite 203  
Arlington, VA 22202-5408

Phone Number: (703) 604-6625 (DSN 664)  
Fax Number: (703) 604-6540 (DSN 664)  
Email: [mark.barowski@dsc.mil](mailto:mark.barowski@dsc.mil)

The invoice document shall include as a minimum, the following information in order to ensure proper payment:

Name and addressee of the contractor (legal and doing business as);  
 Cage Code number;  
 Invoice number and date;  
 Contract Number and/or Task Order Number;  
 Contract line item number(s) and/or sub line item number for; service/delivery rendered;  
 Period of Performance covered by invoice;  
 Name, title, and phone number of person to be notified in case of defective invoices.

**Instructions for the 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, SF 1449 or block 6, DD Form 1155.

**12.0 CONTRACT TYPE**

This solicitation will result in a firm-fixed price order.

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

Integrated Logistics and Program Management Support

**(Please have your references complete and fax or mail to the POC below).**

HQ0013-08-R-0014

POC: Ms. Janet Szatmary, Contracting Officer, FAX: (703) 602-1671

**DUE: Date shown in Block 8 of the SF 1449**

**NO EXCEPTIONS**

(Note: No cover sheet required )

I. Evaluation of Offeror:

Company/Division Providing Services: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Services Provided:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Contract Number: \_\_\_\_\_ Dollar Value (Annual): \_\_\_\_\_

Performance Period: \_\_\_\_\_ Performance Location: \_\_\_\_\_

Type of Contract:

Check One:

Fixed Price \_\_\_\_\_ Cost Reimbursement \_\_\_\_\_ Other (Please Specify) \_\_\_\_\_

Check One:  
 Negotiated \_\_\_\_\_ Sealed Bid \_\_\_\_\_ Competitive \_\_\_\_\_  
 Non-Competitive \_\_\_\_\_

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

Type & Extent of Subcontracting:

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II. Evaluated by:

Company/Organization/Address:

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Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

III. Evaluation:

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

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

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

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

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

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

N/A: Not Applicable or not observed.

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

4 3 2 1 0 N/A

Comment:

2. Evaluate the contractor's overall technical competence.

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

14. 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:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Logistics / PM Support Services FFP Contractor shall provide services in support of the research and preparation of reports related to the transfer or sale of U.S. Military end-items to international allies as specified in the attached PWS. The Integrated Logistics Services and Technical Program Management Support mission includes: coordination, management and providing information on all aspects involved in the sale, transfer, or lease of defense articles (to include Excess Defense Articles-EDA) and defense services to international allies. This will include providing advice to ensure control of the export of items that constitute the United States Munitions List. Offerors must provide a cost breakout of labor categories in order for the Government to review reasonableness and completeness of proposed pricing. FOB: Destination PURCHASE REQUEST NUMBER: DNAR90007STAF	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel ODC FFP In support of potential travel requirements to: DSADC, Mechanicsburg, PA DISAM, Wright Patterson AFB, OH DRMS, Battle Creek, MI FOB: Destination	3	Cost		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Logistics / PM Support Services FFP Contractor shall provide services in support of the research and preparation of reports related to the transfer or sale of U.S. Military end-items to international allies as specified in the attached PWS. The Integrated Logistics Services and Technical Program Management Support mission includes: coordination, management and providing information on all aspects involved in the sale, transfer, or lease of defense articles (to include Excess Defense Articles-EDA) and defense services to international allies. This will include providing advice to ensure control of the export of items that constitute the United States Munitions List. Offerors must provide a cost breakout of labor categories in order for the Government to review reasonableness and completeness of proposed pricing. FOB: Destination PURCHASE REQUEST NUMBER: DNAR90007STAF	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Travel ODC FFP In support of potential travel requirements to: DSADC, Mechanicsburg, PA DISAM, Wright Patterson AFB, OH DRMS, Battle Creek, MI FOB: Destination	3	Cost		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Logistics / PM Support Services FFP Contractor shall provide services in support of the research and preparation of reports related to the transfer or sale of U.S. Military end-items to international allies as specified in the attached PWS. The Integrated Logistics Services and Technical Program Management Support mission includes: coordination, management and providing information on all aspects involved in the sale, transfer, or lease of defense articles (to include Excess Defense Articles-EDA) and defense services to international allies. This will include providing advice to ensure control of the export of items that constitute the United States Munitions List. Offerors must provide a cost breakout of labor categories in order for the Government to review reasonableness and completeness of proposed pricing. FOB: Destination PURCHASE REQUEST NUMBER: DNAR90007STAF	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Travel ODC FFP In support of potential travel requirements to: DSADC, Mechanicsburg, PA DISAM, Wright Patterson AFB, OH DRMS, Battle Creek, MI FOB: Destination	3	Cost		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Logistics / PM Support Services	12	Months		
OPTION	<p>FFP</p> <p>Contractor shall provide services in support of the research and preparation of reports related to the transfer or sale of U.S. Military end-items to international allies as specified in the attached PWS. The Integrated Logistics Services and Technical Program Management Support mission includes: coordination, management and providing information on all aspects involved in the sale, transfer, or lease of defense articles (to include Excess Defense Articles-EDA) and defense services to international allies. This will include providing advice to ensure control of the export of items that constitute the United States Munitions List.</p> <p>Offerors must provide a cost breakout of labor categories in order for the Government to review reasonableness and completeness of proposed pricing.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: DNAR90007STAF</p>				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	Travel ODC	3	Cost		
OPTION	<p>FFP</p> <p>In support of potential travel requirements to:</p> <p>DSADC, Mechanicsburg, PA</p> <p>DISAM, Wright Patterson AFB, OH</p> <p>DRMS, Battle Creek, MI</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: DNAR90007STAF</p>				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Logistics / PM Support Services FFP	12	Months		
	<p>Contractor shall provide services in support of the research and preparation of reports related to the transfer or sale of U.S. Military end-items to international allies as specified in the attached PWS. The Integrated Logistics Services and Technical Program Management Support mission includes: coordination, management and providing information on all aspects involved in the sale, transfer, or lease of defense articles (to include Excess Defense Articles-EDA) and defense services to international allies. This will include providing advice to ensure control of the export of items that constitute the United States Munitions List.</p> <p>Offerors must provide a cost breakout of labor categories in order for the Government to review reasonableness and completeness of proposed pricing.                      FOB: Destination                      PURCHASE REQUEST NUMBER: DNAR90007STAF</p>				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	Travel ODC FFP	3	Cost		
	<p>In support of potential travel requirements to:                      DSADC, Mechanicsburg, PA                      DISAM, Wright Patterson AFB, OH                      DRMS, Battle Creek, MI                      FOB: Destination                      PURCHASE REQUEST NUMBER: DNAR90007STAF</p>				

ESTIMATED COST

**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	N/A	N/A	N/A	Government
1001	Destination	Government	Destination	Government
1002	N/A	N/A	N/A	Government
2001	Destination	Government	Destination	Government
2002	N/A	N/A	N/A	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2008 TO 30-SEP-2009	N/A	DEFENSE SECURITY COOPERATION AGENCY-PGM LTC MARK BAROWSKI WEAPONS (WPN) 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22201-5408 HUMANITARIAN 4-6625 FOB: Destination	HQ0013
0002	POP 01-OCT-2008 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
1001	POP 01-OCT-2009 TO 30-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
1002	POP 01-OCT-2009 TO 30-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2001	POP 01-OCT-2010 TO 30-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2002	POP 01-OCT-2010 TO 30-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3001	POP 01-OCT-2011 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3002	POP 01-OCT-2011 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4001	POP 01-OCT-2012 TO 30-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013

4002 POP 01-OCT-2012 TO N/A (SAME AS PREVIOUS LOCATION) HQ0013  
 30-SEP-2013 FOB: Destination

#### CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-3	Offeror Representations and Certification--Commercial Items	MAY 2008
52.217-5	Evaluation Of Options	JUL 1990
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.232-18	Availability Of Funds	APR 1984
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7006	Billing Instructions	OCT 2005
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (APR 2008)

(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(l) 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 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://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(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.

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

1. The Defense Security Cooperation Agency (DSCA), is releasing this solicitation electronically only. This on-line version of the Request for Proposal (RFP) is the official version for this acquisition. In cases of conflict between the electronic (on-line) version of this RFP and any downloaded version of the RFP, the on-line RFP prevails. No hard copy of this solicitation will be issued. Offerors are encouraged to check the Federal Business Opportunities (FEDBIZOPS) website at <http://www.fedbizops.gov> for any amendments to this solicitation as well as the DSCA website, <http://www.dsca.mil>, click on Business Operations, click on solicitations and locate the solicitation number. Amendments, if any, will be posted at the DSCA website. All updated information pertaining to this solicitation will also be listed.
2. Questions - **The cut-off date for all questions is August 14, 2008 at 11:00 A.M.** Request that the offeror email all questions to the following individual. [Janet.Szatmary@dsca.mil](mailto:Janet.Szatmary@dsca.mil) . No responses to questions via telephone will be answered. All questions must be in writing.
3. Responses to all questions will be in the form of an amendment and returned to the offeror.
4. Proposals must be delivered by **August 22, 2008 at 11:00 A.M.** via U.S. Postal, UPS, FEDEX or hand delivered to the following address by the closing date and time. Someone will be present at the agency to accept proposals. No electronic copies of any proposal will be accepted. No exceptions.

Defense Security Cooperation Agency (DSCA)  
201 12<sup>th</sup> Street South, Ste 203  
Arlington, VA 22202  
(703) 601-3728 / 703-602-1341  
Attn: Janet Szatmary / Ali Beshir

Offerors may deposit their proposal in the "Proposal Drop Box" on the second floor or hand deliver the proposal to the Security Guard. The hours of operation for DSCA are Monday through Friday from 8:00 A.M. to 5:30 P.M.

5. 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 (latest version) and Excel 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 – Technical Capability (Submit 1 with original documents, and 4 copies) - The Technical Capability Statement will consist of a 50 page or less document that outlines the understanding of the Government's requirement and approach to performing the work to include its skills and capability to meet the requirements of this acquisition. The Technical Evaluation Team (TET) will stop reviewing the proposal after the 50th page. Offerors must demonstrate capability and experience in the areas of; understanding of the Government's requirement and approach to performing the work as described in Paragraph 2 (Proposal Composition Requirements and instructions) below. The Technical Capability Statement will be evaluated against the criteria listed under Evaluation Factors in the addendum to FAR 52.212-2, Evaluation, Commercial Items.

Volume II - Past Performance Information (Submit 1 with original documents, and 4 copies) - The offeror must submit Past Performance Documentation in accordance with instructions provided below in the proposal composition requirements and instructions.

Volume III - Contracting/Pricing Volume - (Submit 1 with original document, and 4 copies): Contracting/Pricing Volume will be submitted separately with all executed RFP Documents. Prices will be evaluated for reasonableness. Instructions for preparation of the Contracting/Pricing Proposal are provided at Paragraph 2 (Proposal Composition Requirements and instructions) below.

Volume IV - Subcontracting Plan - (Submit 1 original and 3 copies). The offeror must submit their subcontracting plan in accordance with FAR 19.704.

The subcontracting goal established for DSCA Contracts are listed by percentage as listed below. The percentages are based on the dollar value of services performed in the United States, Puerto Rico and any US Territory.

**Subcontracting Goals:**

<u>Small Business *</u>	<u>37.2%</u>
<u>Small Disadvantage Business</u>	<u>5%</u>
<u>Women-Owned Small Business</u>	<u>5%</u>
<u>HUB Zone Small Business</u>	<u>3%</u>
<u>Service-Disabled Veteran-Owned Small Business</u>	<u>3%</u>

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

(2) Proposal Composition Requirements and Instructions

Volume I – 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:

Subfactor A: Understanding of the Work / Experience in the Security Assistance field with regard to Excess Defense Articles, Non-recurring Charges, and Leases: Demonstrated knowledge and understanding of the required services as outlined in the PWS.

(a) The offeror must identify the methodology and analytical techniques that shall be used to fulfill the technical requirements. The technical approach should clearly describe the following:

(i) An overview of your methodology guiding your performance of the technical requirements identified in the PWS, and a general description of how your technical approach will be applied to accomplishing the requirements. The offeror should demonstrate the following technical proficiency:

(1) Providing explanatory guidance to Security Assistance Organizations (SAOs), Combatant Commands, military departments, other U.S.G. elements,

and industry members responsible for interacting and providing input for the outlined tasks.

(2) Researching historical policy and reports based on questions from a variety of sources within DoD and the State Department and assemble the resulting research into a comprehensive technically complete response.

(3) Knowledge of and ability to differentiate between the linkage of legislation, regulation, and policy in accomplishing technical requirements.

(4) Preparing briefing charts and other electronic presentations or to take and shape draft briefing charts into a clean final product as envisioned by the Action Officer or Director/Deputy Director concerned.

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

**Subfactor B: Key Personnel and Management of Operations:** The offeror must describe the key personnel and how it intends to meet the performance objectives identified in the PWS. The offeror 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.

All sub-factors for Technical Capability will be of equal importance.

#### Volume II- Past Performance Information

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) (*See Below*) and have the references submit the completed PPQ directly to the Contracting Officer Mr. Janet Szatmary, Defense Security Cooperation Agency (DSCA) 201 12<sup>th</sup> Street, South, Ste 203, Arlington, VA 22202 by the closing date of this solicitation. Fax copies of the PPQ are acceptable and should be faxed to 703-602-1671.

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.

4. 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.

5. 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.

6. 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.

7. 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, Customer Satisfaction: Will be evaluated for the conduciveness of offeror's business practices to ensure a cooperative and frictionless relationship with its customers.

#### Volume III – Contracting/Pricing Volume:

1. The Contracting/Pricing Volume shall consist of the OFFER (the solicitation document as completed and signed to include, as a minimum, the pricing sheet /schedule B, Attachment 1, filled in for the 6 months or 180 days after contract award.

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

3. Offerors shall comply with all requirements of the 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 IV - Subcontracting Plan. The Government will evaluate sub-contracting plans to ensure its compliance with the requirements of FAR 19.704. Past Performance of contractor's goals and plans may also be evaluated for compliance. ALL SUBCONTRACTING PLANS WILL BE RATED ON A PASS/FAIL BASIS.

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

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

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

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

End of Addendum to 52.212-1

(End of provision)

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

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

There will be four areas of evaluation.

1. Technical Capability
2. Past Performance
3. Sub-Contracting/Small Business Plan
4. Price

1. Technical Capability. Will be used to determine the degree to which the offeror possess the capability to meet or exceed the Government's requirements.

2. Past Performance. Past Performance will be used to determine the degree of certainty in which the contractor will perform and the associated level of risk to the Government.

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

4. Price will determine the reasonableness and completeness of the offeror' proposed prices to prevailing rates, IGE and other offerors' proposed prices.

### **1. Technical Capability.**

**Subfactor A:** Understanding of the Work / Experience in the Security Assistance field with regard to Excess Defense Articles, Non-recurring Charges, and Leases: Demonstrated knowledge and understanding of the required services as outlined in the PWS.

(a) The offeror must identify the methodology and analytical techniques that shall be used to fulfill the technical requirements. The technical approach should clearly describe the following:

(i) An overview of your methodology guiding your performance of the technical requirements identified in the PWS, and a general description of how your technical approach will be applied to accomplishing the requirements. The offeror should demonstrate the following technical proficiency:

(1) Providing explanatory guidance to Security Assistance Organizations (SAOs), Combatant Commands, military departments, other U.S.G. elements, and industry members responsible for interacting and providing input for the outlined tasks.

(2) Researching historical policy and reports based on questions from a variety of sources within DoD and the State Department and assemble the resulting research into a comprehensive technically complete response.

(3) Knowledge of and ability to differentiate between the linkage of legislation, regulation, and policy in accomplishing technical requirements.

(4) Preparing briefing charts and other electronic presentations or to take and shape draft briefing charts into a clean final product as envisioned by the Action Officer or Director/Deputy Director concerned.

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

**Subfactor B:** Key Personnel and Management of Operations: The offeror must describe the key personnel and how it intends to meet the performance objectives identified in the PWS. The offeror 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.

*All sub-factors for Technical Capability will be of equal importance.*

**2. Past Performance.** Past performance information will be obtained from references provided who completed the past performance questionnaire and from other sources known to the

Government or learned in the course of the evaluation. Describe a minimum of three (3) projects your firm has or is working on that address the kinds and types of requirements specifically called out in the PWS. Direct experience with the specific systems of the client identified in the PWS should be called out as well as experience with similar systems of other agencies. The Government may contact references other than those identified by the offeror. The Government may contact the references provided in the offer, former customers, from other sources known to the Government or learned of in the course of the evaluation 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 will focus on information that demonstrates quality of performance relative to the size and complexity of the contract under consideration.

- (a) Quality of Service. Will be evaluated for the offeror’s record of conforming to specifications and providing quality services.
- (b) Timeliness of Performance. Will be evaluated for the offeror’s ability to meet contractual performance schedules.
- (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 sub-factors for Past Performance will be of equal importance.

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.

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

Subcontracting Goals:

<u>Small Business *</u>	<u>37.2%</u>
<u>Small Disadvantage Business</u>	<u>5%</u>
<u>Women-Owned Small Business</u>	<u>5%</u>
<u>HUB Zone Small Business</u>	<u>3%</u>
<u>Service-Disabled Veteran-Owned Small Business</u>	<u>3%</u>

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

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

B. Relative Order of Importance: Technical capability is most important. Past performance is less important than technical capability. Subcontracting will be rated on a PASS/FAIL basis. When combined, all non-priced factors are significantly more important than price.

#### IV. SOURCE SELECTION PROCEDURES

##### A. Evaluation Criteria.

The purpose of the evaluation criteria is to provide a sound factual basis for the Contracting Officer to select that offeror whose proposal offers the best value to the Government. The specific technical factors/sub factors are set forth in this SSP. The relative importance of the evaluation criteria is described in Paragraph III. B above.

##### B. Related Definitions.

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

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

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

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

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

#### A. Proposal Ratings.

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

1. Excellent: To receive this rating, proposed offer demonstrates a thorough understanding of the requirements. The Offeror has a very high probability of success in completing the requirements. All factors/sub factors must have received a rating of Excellent/Low Risk.
2. Good: To receive this rating, proposed offer demonstrates a good understanding of the requirements. The Offeror has a high probability of success in completing the requirements. All factors/sub factors must have received a rating of a least Good/Medium Risk.
3. Satisfactory: To receive this rating, proposed offer demonstrates an acceptable understanding of the requirements. The Offeror has a moderate probability of success in completing the requirements. All factor/sub factors must have received a rating of at least Satisfactory/Medium Risk.
4. Unsatisfactory: To receive this rating, the proposed offer has received an Unsatisfactory/High Risk rating in one of the non-price factors/sub factors.
5. High Performance Risk: Likely to cause significant disruption to schedule, increased cost or degradation of performance. Risk may be unacceptable even with special contractor emphasis and close government monitoring.
6. Moderate Performance Risk: Can potentially cause some disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will probably be able to overcome difficulties.
7. Low Performance Risk: Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will probably be able to overcome difficulties.
8. Neutral: Insufficient relevant past performance information available.

#### D. Receipt of Proposals

1. Upon receipt of initial proposals, the Contracting Officer will screen each proposal for adequacy and completeness (acceptability) and separate the price and business data from the technical data. Those proposals deemed to be Unacceptable and will be eliminated from further consideration. The Contracting Officer will forward the technical proposals to the evaluation teams.

2. Upon receipt of the technical proposals, each member of each evaluation team will familiarize himself/herself with each proposal assigned him/her in sufficient detail to ensure an understanding of the information presented. Following this initial review of all proposals, each proposal category will be independently evaluated in detail.

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2008)

(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 (APR 2008) (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 (APR 2008) (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) (U.S.C. 657 f).
- (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- X  (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- X  (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- X  (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- X  (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- X  (20) 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).
- X  (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X \_\_\_ (22) 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).

X \_\_\_ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

X \_\_\_ (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

\_\_\_ (ii) Alternate I (AUG 2007) of 52.222-50.

\_\_\_ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

\_\_\_ (26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

\_\_\_ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.

\_\_\_ (28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (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.

\_\_\_ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (31) 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).

\_\_\_ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (34) 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)).

\_\_\_ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X \_\_\_ (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (40)(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 (Nov 2007) (41 U.S.C. 351, et seq.).

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

X \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (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.).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007)(31 U.S.C. 5112(p)(1)).

(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 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

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

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 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 fixed price service contract resulting from this solicitation.

(End of provision)

#### 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September of each fiscal year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September of each fiscal

year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)