

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER DUAC90010		PAGE 1 OF 74				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ0013-09-R-0010		6. SOLICITATION ISSUE DATE 20-Jan-2010		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ALI BESHIR				b. TELEPHONE NUMBER (No Collect Calls) 703-602-1341		8. OFFER DUE DATE/LOCAL TIME 01:00 PM 18 Feb 2010		
9. ISSUED BY DEFENSE SECURITY COOPERATION AGENCY-CON ALI BESHIR 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 checked="" 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: \$25.5m NAICS: 493110			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO DEFENSE SECURITY COOPERATION AGENCY-PGM BILL LANE HUMANITARIAN ASSTANCE/DISASTER RELIEF AND 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22201-5408 TEL: 229-639-6192 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		
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>2</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
--	-----------	---

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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

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	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

PWS

Performance Work Statement (PWS)
LOGISTIC, WAREHOUSE AND MAINTENANCE SUPPORT FOR THE DEFENSE
SECURITY COOPERATION AGENCY, ALBANY, GA

- 1.0 GENERAL:** The contractor shall provide support for project supervision, logistic, warehouse and maintenance support for the Defense Security Cooperation Agency, Albany Ga.
- 2.0 BACKGROUND:** The Center's mission focuses on three strategic areas for change and impact in the Western Hemisphere, which are: (A.) fostering partnerships, (B.) advancing defense and security decision making, and (C.) promoting effective civilian-military relationships in democratic environments.
- 3.0 SCOPE:** The contractor will perform tasks in the design and implementation of events that will enable the Humanitarian Assistant Program Excess Property (Hap-EP) to conduct its current programs and other programs that will be developed from the date of award of the contract. The Hap-EP is not committed to conduct any listed event or that the listed events will not be restructured, revised, modified or cancelled for any reason completely at the Government's discretion.
- 4.0 APPROACH:** Ensure successful completion of all mission operations in accordance with established polices and management goals regarding funding, storage, work load, manpower capability, component, issue, equipment items, and inventory control procedures. Plan, analyze, advise on work operations and execute mission projects. Establish contacts with Defense Reutilization and Marketing Offices to ensure excess property items listed are accurate and instruct personnel on supply and administrative functions, work techniques, and procedures. Determine and monitor personnel requirements, establish work priorities, organize work schedules, assign duties, and instruct office, and packing/warehouse personnel on special requirements and high priority workloads, investigate and determine responsibility for lost, damaged, and/or destroyed supply items and initiate correction action.
- 4.1** It is important for each member of the contractor team to possess and maintain the highest standards of personal deportment, judgment, demonstrated organizational abilities, and outstanding communication skills. It is essential that personnel can interact appropriately and effectively with senior government and military and civil society foreign representatives. The nature of the Hap-EP requires a contractor team capable of dealing with all levels of hierarchy including host nation representatives, U.S. government and embassy officials as well as suppliers and vendors.

- 4.2** The Contractor will work with the government to refine, as appropriate, effective and efficient office management systems.
- 4.3** The contractor and its employees shall be experienced in working with senior civilian and military officials; strong in interpersonal and people skills; knowledgeable of Hap-EP Area of Responsibility (AOR) or have experience working in Hap-EP AOR; organizational skills and specifically special events planning and implementation experience; have interest and ability to travel to throughout the Western Hemisphere.
- 4.4** The Hap-EP will provide the contractor with sixty (60) days written notice before any functions covered by this contract are converted over to Government personnel. Labor costs will be adjusted accordingly.

5.0 SPECIFIC TASKS:

5.1 PROGRAM MANAGER V: Ensure successful completion of all mission operations in accordance with established policies and management goals regarding funding, storage, work load, manpower capability, component, issue, equipment items, and inventory control procedures. Plan, analyze, advise on work operations and execute mission projects. Establish contacts with Defense Reutilization and Marketing Offices to ensure excess property items listed are accurate and issue able items are readily available. Plan, organize and instruct personnel on supply and administrative functions, work techniques, and procedures. Determine and monitor personnel requirements, establish work priorities, organize work schedules, assign duties, and instruct office, and packing/warehouse personnel on special requirements and high priority workloads. Investigate and determine responsibility for lost, damaged, and/or destroyed supply items and initiate corrective action.

Approximately 1,920 management actions are expected at an average of eight per day. Performance goals for Task 1 are:

- (1) All tasks are accurately completed as scheduled.
- (2) Effective supervision was provided.
- (3) Complete one management action per hour.

5.2 PROJECT SUPERVISOR: Assist the facilities manager to ensure successful completion of all mission operations in accordance with established policies and management goals regarding funding, storage, work load, manpower capability, component, issue, equipment items, and inventory control procedures. Plan, analyze, advise on work operations and execute mission projects. Establish contacts with Defense Reutilization and Marketing Offices to ensure excess property items listed

are accurate and issue able items are readily available. Plan, organize and instruct personnel on supply and administrative functions, work techniques, and procedures. Determine and monitor personnel requirements, establish work priorities, organize work schedules, assign duties, and instruct office, and packing/warehouse personnel on special requirements and high priority workloads. Investigate and determine responsibility for lost, damaged, and/or destroyed supply items and initiate corrective action. Approximately 1,920 management actions are expected at an average of eight per day. Performance goals for Task 2 are:

- (1) All tasks are accurately completed as scheduled.
- (2) Effective supervision was provided.
- (3) Complete one management action per hour.

5.3 PROGRAM ANALYST V: Contractor shall analyze and be responsible for the following: preparation schedule and execution of IT support tasks for daily, biweekly, monthly and quarterly assigned actions. Operation of ESCALA Server Console, NT workstation and line printer, reviewing/validating input documents, reports and forms for errors, and making corrections as required. Replenishment of line printer's paper (weighs 50 pounds). Performance of daily (data base backup, biweekly includes job order and employee master download), mid month and end-of-month (Material Cost Statistics and download of Material Cost, Activity Header and Material Cost Adjustment). Performance of HVX job processing, involving approximately 180 programs (biweekly processing includes 5 jobs, mid-month includes 11 jobs (four of which require files to be downloaded from AIX before processing), month-end processing which includes 22 jobs with four jobs requiring AIX download and one quarterly job processing for all active jobs. Identification, analysis diagnosis and resolution of operational problems involving hardware/software malfunctions affecting operating systems, storage media and devices and interrelationships between the ESCALA Server, Windows NT workstation and the line printer. Shutdown of ESCALA Server shall be initiated in the event of a power failure. Contractor shall coordinate customer/client needs and requirements in producing reports, maintain computer data files to include tape preparation, file transfer and management of disk space. Maintain processing schedule, control reports and print the reports. Balance control reports. Ensure that inputs are accounted for and balance against the control report for each job processed. Transfer reports files from ESCALA HVX to Monarch directory in the \\APPS\Info_Mgt/Reports directory. Initiate bringing up AIX database to ensure data integrity and re-index databases to synchronize corrupted data. Conduct a full ESCALA file backup and create AIX bootable disk once a month, usually performed on the weekend, when there are no users on the ESCALA Server. Backup AIX

database on a daily basis and HVX data files after each scheduled job run. Approximately 1,920 maintenance and report actions will require to be processed. Performance Goals for TASK 3 are as follows:

- (1) Data maintenance actions shall be performed as scheduled and on time.
- (2) Microcomputers are tested and functioning properly.
- (3) Diagnostic tests are satisfactory.
- (4) All report actions are completed on time.
- (5) Backup of servers is performed and verified as restorable.
- (6) Process one (1) maintenance or report action per hour.

5.4 MEDICAL EQUIPMENT REPAIR SUPPORT: The contractor shall evaluate, install, maintain, diagnose, repair, calibrate, and test sophisticated and/or complex medical electronic equipments/systems. The equipment is typically specially designed, constructed with complex electronic systems made up of combination of components assembled into a configuration design to accomplish a specific objective. Applies technical knowledge of electronics principles in determining causes of equipment malfunctions, and applies skill in restoring equipment operations. The contractor applies technical knowledge to perform simple or routine tasks following detailed instructions. Performs such tasks as replacing components and wiring circuits; repairing simple electronic equipment; and taking test readings using common instruments such as digital multi-meters, signal generators, semiconductor testers, curve tracers, and oscilloscopes. Applies comprehensive technical knowledge to solve complex problems by interpreting manufacturers' manuals or similar documents. Work requires familiarity with the inter-relationships of circuits and judgment in planning work sequence and in selecting tools and testing instruments. Properly tag systems in work. It is expected that an average of 1,920 work requests will be processed at an average of 8 per day. Performance Goals for Task 4 are:

- (1) All safety requirements are complied with and protective equipment properly used.
- (2) Systems in work properly tagged.
- (3) Identified electrical problem correctly repaired.
- (4) Complete an average of 1 work request per 2-hour period.

5.5 PROGRAM ANALYST V: The contractor shall perform all aspects of technical supply management work (e.g., inventory management, storage management, cataloging, property utilization) related to depot, local, or other supply activities. Work usually is segregated by commodity area or function, and controlled in terms of difficulty, complexity, or responsibility. Assignments usually relate to stable or

standardized segments of technical supply management operations, or to functions or subjects that are narrow in scope or limited in difficulty. The work generally involves performing supply management functions in an automated logistics management environment. Duties may include providing technical and administrative direction for personnel performing logistics automation functions, and performing supply management functions in an automated logistics environment. Creates and helps execute plans for the integrated logistics support (ILS) of complex systems. Analyzes the adequacy and effectiveness of current and proposed logistics support provisions for complex systems. The contractor shall perform approximately 7,680 system analyses actions. Performance goals for Task 5 are:

- (1) Provide accurate, timely reports.
- (2) Provide a weekly report of system analyses actions completed and pending.
- (3) Complete an average of 4 system analyses actions in a one-hour period.

5.6 PROJECT SUPERVISOR: The contractor shall assist in overseeing the overall operation and logistic support in an automated logistics management environment. Duties shall include providing technical and administrative direction for personnel performing logistics automation functions, and performing supply management functions in an automated logistics environment. Creates and helps execute plans for the integrated logistics support (ILS) of complex systems. The contractor shall analyze the adequacy and effectiveness of current and proposed logistics support provisions for complex systems. The contractor shall supervise other logistics personnel in executing assigned tasks. Approximately 1,920 logistic management actions are expected at an average of eight per day. Performance goals for Task 6 are:

- (1) All tasks are accurately completed as scheduled.
- (2) Effective supervision was provided.
- (3) Complete one management action per hour.

5.7 EQUIPMENT SPECIALIST: The contractor shall perform limited aspects of technical supply management work (e.g., inventory management, storage management, cataloging, property utilization) related to depot, local, or other supply activities. Work usually is segregated by commodity area or function, and controlled in terms of difficulty, complexity, or responsibility. Assignments usually relate to stable or standardized segments of technical supply management operations, or to functions or subjects that are narrow in scope or limited in difficulty. The work generally involves individual case problems or supply actions. This work may require consideration of program requirements, together with specific variations in or form

standardized guidelines. Assignments require (a) a good working knowledge of the governing supply systems, program, policies, nomenclature, work methods, manuals, or other established guidelines; (b) an understanding of the needs of the organization serviced; and (c) analytical ability to define or recognize the dimension of the problems involved, to collect the necessary data, to establish the facts, and to take or recommend action based upon application or interpretation of established guidelines. It is estimated that approximately 69,120 receipts/issues will be processed at a daily average of 288. Performance goals for Task 7 are:

- (1) New receipts inspected for condition and completeness.
- (2) Stock records accurately posted.
- (3) Process and average of 6 receipts per hour.

5.8 ENGINEER IV: The contractor shall repair machinery or mechanical equipment. Work involves most of the following: Examining machines and mechanical equipment to diagnose source of trouble; dismantling or partly dismantling machines and performing repairs that mainly involve the use of hand tools in scraping and fitting parts; replacing broken or defective parts with items obtained from stock; ordering the production of a replacement part by a machine shop or sending the machine to a machine shop for major repairs; preparing written specifications for major repairs or for the production of parts ordered from machine shops; reassembling machines and making all necessary adjustments for operation. In general, the work of a Heavy Mobile Equipment Mechanic requires rounded training and experience usually acquired through a formal apprenticeship or equivalent training and experience. It is estimated that 960 scheduled maintenance actions/routine maintenance actions shall be performed, at a daily average of 4 per day. Performance Goals for Task 8 are as follows:

- (1) Correctly complete maintenance/repairs within scheduled timeframe.
- (2) All maintenance/repair actions accurately recorded on service request.
- (3) Complete an average of 1 maintenance action in a 2-hour period.

5.9 EQUIPMENT SPECIALIST: The contractor shall assist maintenance mechanics by performing the simpler and more routine duties of the heavy mobile equipment mechanics and working with the journey level mechanics as instructed. Prepares or gathers all necessary tools and equipment for project or assignment. Covers work areas with protective materials to prevent damage from soil, grease, or stain marks. Position assists in the installation, repair, and modification of equipment and systems. Lifts and carries tools, equipment, and supplies. Tightens connections; changes filters; and cleans and lubricates small motors and bearings. Uses and

accounts for all tools and equipment. Performs shop support work. Position performs a variety of extensive maintenance and upkeep duties in and around the assigned buildings and facilities requiring significant manual skill such as painting, sweeping and housekeeping, cleaning of equipment and removal of scrap and trash. Record completed maintenance helper actions on service request. It is estimated that the contractor shall provide 5,760 maintenance helper actions at a daily average of 24 per day. Performance Goals for Task 9 are as follows:

- (1) All maintenance helper actions professionally and safely completed.
- (2) All maintenance helper actions accurately recorded on service request.
- (3) Complete an average of 1 helper action in a 1-hour period.

5.10 TRANSPORTATION DATA EXTRACTION: The contractor shall provide for the tracking of material movement from commercial carrier pick up to delivery at ultimate destination. Tracking of shipments shall be accomplished daily utilizing data extracted from the Global Transportation Network (GTN), FedEx web site, DHL web site, and UPS web site. This information shall be compiled both electronically and in hard copy files. Status reports shall be provided to the customer by close of business each Monday. The contractor shall provide requested tracking statistical information via Microsoft EXCEL database spreadsheets. The contractor shall be able to manipulate the EXCEL database to merge columns, calculate between columns and create requested formulas to obtain the required information. It is estimated that approximately 11,520 transportation actions will be processed at a daily average of 48. Performance goals for Task10 are:

- (1) Ensured all shipments were tracked 100 percent.
- (2) Ensured all reports were error free by close of business each Monday.
- (3) Data entry and spreadsheets were error free.
- (4) Process and average of 6 transportation actions per hour.

5.11 OVERTIME REQUIREMENTS: The contractor shall provide after hours support for late breaking requirements that require immediate processing. Based on past history, the contractor should anticipate approximately 2% additional effort to be accomplished outside normal working hours. Prior authorization must be obtained from the ISSOT Director. Performance Goals for Task 12 are:

- (1) Meet established performance goals for task requiring overtime.

5.12 In-progress Review (IPR): The contractor shall present its finding to the director Hap-EP and forwarded to DSCA Contracting Office for appropriate action.

- (1) Contractor shall provide In-progress review every month.

5.13 Post Event Lesson Learned: Contractor shall provide suggested corrective actions.

- (1) Contractor shall provide corrective action within 30 days following the completion of an event.

6.0 SKILL LEVEL: The skill level of the staff provided shall be current and consistent with new technologies. The government reserves the right to require the Contractor to remove and replace any personnel who provide unsatisfactory performance, demonstrate insufficient knowledge, or possess inadequate skill levels necessary to complete assigned tasks. The government will review the resume and approve personnel working on this project. The Contractor's Project Manager shall be notified verbally and then in writing of the need to remove any personnel. The government must approve, in writing, all personnel substitutions proposed by the Contractor at least 15 calendar days prior to the proposed substitution. Any proposed substitute must equal or exceed the qualifications of the individual being replaced. Using the skills and knowledge associated with the following **GS** and **WG** equivalency level with benefits FY 09 schedule rest of U.S (Albany GA). Contractor must possess good working knowledge of Naval supply systems, programs, policies, manuals and other established guidelines. The contractor must also be qualified on a 10k forklift.

7.0 GUIDELINES

7.1 Guidelines include various MCLB Albany GA., Department of the Navy and other DOD instructions.

8.0 PERIOD OF PERFORMANCE

8.1 The period of performance for this contract shall be for 12 months from the date of award. The Government reserves the right to invoke for at least four or more additional option years (12 month duration) after the original period of performance if the selected contractor maintains an acceptable level of performance and funding is available.

9.0 WORK HOURS

9.1 Hours of Operation Other Than Normal

Work shall be 8-hour Shifts and will not normally include weekends and holidays. In performance of this contract, the contractor may be required, on occasion, to perform work outside normal working hours specified above in order to meet urgent Government

requirements, or requirements that cannot be accomplished within normal working core hours. Work outside regular duty hours is required to accomplish work; to avoid shutdowns; to avoid safety hazards to personnel; to respond to security violation; weather emergencies or meet any mission essential work requirement.

9.2 Federal Holidays

Coverage will normally not be required on federal holidays. Federal holidays are those days provided under Executive Order 11582 of February 11, 1971, as amended. Should a federal holiday fall on a Saturday, the Friday immediately before is considered the "observed" Government holiday. If the federal holiday falls on a Sunday, the Monday immediately following is considered the "observed" Government holiday.

9.3 Base Shutdown

The work location may be shut down due to adverse weather conditions. Tuning into local radio stations that broadcast closing and delayed opening announcements provides adverse weather notification for the work locations.

9.4 Overtime

The contractor shall provide after hours support for late breaking requirements that require immediate processing. Based on past history, the contractor should anticipate approximately 2% addition effort to be accomplished outside normal working hours. Prior authorization must be obtained from the ISSOT Director.

10.0 PLACE OF PERFORMANCE

The normal place of performance is at the Marine Corps Logistics Base Albany, GA 31098-0314.

11.0 WORK ENVIRONMENT AND PHYSICAL DEMANDS

Task involves work in an office and warehouse environment. Contractors must be able to lift up to 50 pounds. Steel-toed safety shoes are required.

12.0 TRUSTWORTHINESS SECURITY -

Although these contracts are not classified and therefore contractor employees are not required to have obtained a National Agency Check (NAC) trustworthiness determination, the Department of the Army (DA) has determined that all DA information systems are sensitive regardless of whether the information is classified or unclassified. A contractor whose work involves access to sensitive unclassified information warrants a judgment of an employee's trustworthiness. Therefore, all personnel accessing DA computer systems, including contractor personnel, must undergo a National Agency Check to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the contractor employees. The following addresses those requirements for Trustworthiness Security.

Each contractor employee shall have a favorably completed National Agency Check (NAC). If contractor personnel currently have a favorably adjudicated NAC the contractor will notify the Security Manager of the command they shall visit utilizing OPNAV 5521/27 Visit Request form.

The visit request will be renewed annually or for the duration of the contract if less than one year.

If no previous investigation exists, the contractor personnel shall complete the requirement for a Trustworthiness NAC.

In accordance with SECNAV M-5239.1, if the contractor employee is a Foreign National prior approval of the Network Security Officer (NSO) is required. Access may be granted to Foreign Nationals who have a need to know and at least one of the following applies:

- (a) Foreign National is employed by DOD, or
- (b) Foreign National possesses a current Functional Accreditation approved by the Army International Program Office (NAVIPO), or
- (c) Foreign National possesses a current Visit Request Form (OPNAV 5521/27 (1-73) as defined in OPNAVINST 5510.1H), which is on file with the requesting activity.

The Trustworthiness NAC is processed through the command Security Manager. The NAC will be processed through the use of the Electronic Questionnaires for Investigations Processing (e-QIP). Please note: Applicants can only access the e-QIP system if they have been instructed to do so by an appropriate official at sponsoring agency. Individuals cannot pre-apply for a security clearance, nor update their security questionnaire, unless granted access by an appropriate agency official.

Investigative requirements for DA contractor personnel requiring access to classified information are managed under the National Industrial Security Program (NISP). Requests for investigation of contractor personnel for security clearance eligibility are processed by the OPM and adjudicated by Defense Industrial Security Clearance Office (DISCO). When SCI access is an issue; the DA CAF is the adjudicative authority for all DA contractor personnel requiring SCI access eligibility.

The e-QIP software can be accessed at the Office of Personnel Management (OPM) website <http://www.opm.gov/e-qip/index.asp> or <http://www.dss.mil>. The contractor should provide the completed PSQ for verification or a completed SF-86 or SF-85P to the Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). Applicants can obtain an SF-86 or SF-85P by visiting the Office of Personnel Management (OPM) website located at: <http://www.opm.gov/forms/html/sf.asp>. The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy and suitability issues.

Trustworthiness determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure." Security clearance requirements are defined in DD254 of the basic contract.

"ALL AUTHORIZED USERS OF DOD INFORMATION SYSTEMS SHALL RECEIVE INITIAL IA AWARENESS ORIENTATION AS A CONDITION OF ACCESS AND THEREAFTER MUST COMPLETE ANNUAL IA REFRESHER AWARENESS TRAINING TO MAINTAIN AN ACTIVE USER ACCOUNT."

13.0 GOVERNMENT FURNISHED PROPERTY

The Government will provide all consumable supplies required for the tasks listed above, workspace in Building 1360 Marine Corps Logistics Base Albany, GA, and the following equipment:

One workstation with computer and appropriate software.

Three workstations with appropriate material handling equipment (10 K forklift), and tools.

Government furnished property as listed above, will be available at the work site. Upon completion of ordered services, all equipment and unexpended supplies will be returned to the COR or TA.

14.0 CONTRACTOR FURNISHED MATERIAL

The contractor shall supply all labor and materials, except those provided by the Government, necessary to perform the required services.

15.0 REIMBURSABLE TRAVEL EXPENSES

The contractor shall travel from Albany, GA to various locations to screen materials before being moved. A total of 10 trips will be accomplished during the period of performance. The contractor will make trips to Norfolk, VA, San Diego, CA, Seattle, WA and two trips to Washington DC. All trips have to be pre-authorized and will be reimbursed per JTR. Travel claim must be submitted within 5 days of the completion of each trip.

16.0 NON-PERSONAL SERVICE STATEMENT

Contractor employees performing services under this contract will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

17.0 GOVERNMENT MANAGEMENT OVERSITE

Government management will provide general instructions on limitations, deadlines and how the work is to be completed. Additional instructions will be provided for any unusual assignments or those that vary from established procedures. The contractor’s employees will independently carry out the assignments. Completed work will be spot-checked by Government management for adherence to procedures, accuracy and completeness.

18.0 TECHNICAL POINT OF CONTACT AND INSPECTION AND ACCEPTANCE

The Contracting Officer's Technical Assistants and the persons responsible for performing inspection and acceptance of the contractor’s performance under this contract are listed below:

Angela Davis, Financial Management Analyst
 814 Radford Blvd., Suite 20260
 Bldg 7104, Room 202
 Albany, GA 31704
 (229) 639-5706 DSN 567
 (229) 639-7367 (Fax)
angela.davis@usmc.mil

Bill Lane, Program Director
 814 Radford Blvd., Suite 20331
 Albany, GA 31704
 (229) 639-6192
 (229) 639-6190 (Fax)
wlane@san.osd.mil
william.i.lane@usmc.mil

19.0 DELIVERABLES / TASKS

19.1 Schedule of Deliverables: The contractor will work with the government team and assist in the delivery of products as of the following deliverables / tasks. Adherence to the deliverables / tasks will be confirmed by the COR on a monthly basis.

Item	Deliverable	Throughout the contract period	Reference
Task 5.1	(1) All tasks are accurately completed as scheduled. (2) Effective supervision was provided. Complete (3) One management action per hour.	Throughout the contract period	Section 5.1

<p>Task 5.2</p>	<ul style="list-style-type: none"> (1) All tasks are accurately completed as scheduled. (2) Effective supervision was provided. (3) Complete one management action per hour 	<p>Throughout the contract period</p>	<p>Section 5.2</p>
<p>Task 5.3</p>	<ul style="list-style-type: none"> (1) Data maintenance actions shall be performed as scheduled and on time. (2) Microcomputers are tested and functioning properly. (3) Diagnostic tests are satisfactory. (4) All report actions are completed on time. (5) Backup of servers is performed and verified as restorable. (6) Process one (1) maintenance or report action per hour. 	<p>Throughout the contract period</p>	<p>Section 5.3</p>
<p>Task 5.4</p>	<ul style="list-style-type: none"> (1) All safety requirements are complied with and protective equipment properly used. (2) Systems in work properly tagged. (3) Identified electrical problem correctly repaired. (4) Complete an average of 1 work request per 2-hour period. 	<p>Throughout the contract period</p>	<p>Section 5.4</p>
<p>Task 5.5</p>	<ul style="list-style-type: none"> (1) Provide accurate, timely reports. (2) Provide a weekly report of system analyses actions completed and pending. (3) Complete an average of 4 system analyses actions in a one-hour period. 	<p>Throughout the contract period</p>	<p>Section 5.5</p>
<p>Task 5.6</p>	<ul style="list-style-type: none"> (1) All tasks are accurately completed as scheduled. 	<p>Throughout the contract period</p>	<p>Section 5.6</p>

	<ul style="list-style-type: none"> (2) Effective supervision was provided. (3) Complete one management action per hour. 		
Task 5.7	<ul style="list-style-type: none"> (1) New receipts inspected for condition and completeness. (2) Stock records accurately posted. (3) Process and average of 6 receipts per hour. 	Throughout the contract period	Section 5.7
Task 5.8	<ul style="list-style-type: none"> (1) Correctly complete maintenance/repairs within scheduled timeframe. (2) All maintenance/repair actions accurately recorded on service request. (3) Complete an average of 1 maintenance action in a 2-hour period. 	Throughout the contract period	Section 5.8
Task 5.9	<ul style="list-style-type: none"> (1) All maintenance helper actions professionally and safely completed. (2) All maintenance helper actions accurately recorded on service request. (3) Complete an average of 1 helper action in a 1-hour period. 	Throughout the contract period	Section 5.9
Task 5.10	<ul style="list-style-type: none"> (1) Ensured all shipments were tracked 100 percent. (2) Ensured all reports were error free by close of business each Monday. (3) Data entry and spreadsheets were error free. (4) Process and average of 6 transportation actions per hour. 	Throughout the contract period	Section 5.10
Task 5.11	<ul style="list-style-type: none"> (1) Meet established performance goals for task requiring overtime. 		Section 5.11
	In-Progress Review (IPR) Findings will be presented to the Director Hap-EP and forwarded to DSCA Contracting Office for appropriate action.	Monthly	

	Post Event Lessons Learned. Suggested corrective actions	Within thirty (30) days following the completion of an event.	
--	--	---	--

20.0 SECURITY REQUIREMENTS

20.1 General

Security consists of Physical Security, Information Security, Personnel Security, and Operational Security (OPSEC). The requirements and responsibilities for each are as follows:

20.2 General Security Information and Security Indoctrination Training.

The contractor shall ensure that its employees are trained and knowledgeable of security policies and procedures in accordance with OPNAVINST 5530.14 series, (The Navy Physical Security Manual); Information Security in accordance with SECNAVINST 5510.36 (Department of the Navy Information Security Program), and Personnel Security (SECNAVINST 5510.30 series), and applicable command and base security regulations as they relate to work performed under this contract and facility security. Thereafter, the contractor will be invited to annual refresher training conducted by the Government. All security training or indoctrination provided to contractor employees by the contractor or the Government shall be fully documented by the contractor. Contractors accessing government computer systems (e.g. NMCI) will be required to complete Information Assurance Awareness training and file a completed User Agreement Form. Annual refresher training is also required. Contractor shall maintain the status of User Agreement Forms and training completion and make this status available to the MSFSC Information Assurance Manager.

20.3 Personnel Security

The contractor shall ensure that its personnel requiring access to classified information are appropriately cleared to handle classified material, up to and including secret. The contractor must certify the clearances to MSFSC ATTN: Command Security Manager (CSM) which is located in MSFSC, Code N1 and the COR. The clearance requirement is related to the function to which each contractor employee is assigned. Contractor losing their security clearance will result in the loss of access to classified material and/or loss of access to the facility. See Section 1.3.10 for specific codes requiring a Secret Clearance. All other personnel must be able to obtain and maintain a Secret Clearance if so requested by the Government after contract award.

Upon termination of employment, and if applicable the contractor shall prepare security debriefing sheets which are executed by the employee and local security manager. Records shall be retained in a closed-out status. Contractor will provide COR and CSM with a contractor employee roster containing all current security clearance and investigation information on a monthly basis.

20.4 Performance at Government Installation

The contractor shall provide the appropriate CSM and ACO with the full name, place of birth, date of birth, social security number, and clearance data (clearance, type of completed investigation, and date of investigation) of all contractor employees who will be performing work under this contract at least 10 days in advance of commencement of the contract, or 10 days in advance of a new employee's reporting. As new or updated contractor employee clearance/investigation is received by the contractor that information shall be provided to appropriate CSM and COR within 10 days. The contractor shall also notify the appropriate CSM and COR immediately of all contractor employees no longer performing work under this contract.

20.5 Contractor Picture Badge

All new contractor employees shall be issued a contractor ID card (CAC card) upon being employed and before commencing work on this contract. An OMB, form number 6150047 shall be completed by the contractor and provided to the COR. The contractor shall either make a CAC appointment for the new employee, or advise the employee where to report for card issuance. Identification badges shall be displayed when on Government premises.

Upon presentation of a valid Government picture identification badge and completion of a non-Government Vehicle Registration request, the installation security office will issue a Government automobile decal. The contractor assumes full responsibility for its employees' proper use of the Government identification badge and DOD auto decal, and shall be responsible for the return of the badge and the auto decal(s) upon termination of an employee's assignment or expiration of the contract.

The contractor shall ensure that all departing contractor employees are out-processed, to include turning in passes and security identification badges to the appropriate CSM. The employee's pass and badge shall be returned to the COR by close of business on the employee's last working day.

20.6 Contractor Personnel Listing

The contractor shall maintain a current listing/roster of all contractor employees authorized access to facilities. A copy of this listing shall be provided to the COR not later than the first working day of each month, or on a more frequent basis when specifically requested by the COR. The list shall be validated and signed by the contractor's Security Officer and provided to the COR and CSM when contractor brings in new employees, employees depart, or when an employee's clearance, status, work assignment/location, status or information changes. The list shall include employee's full name, social security number, level of security clearance, and clearance investigation data. The contractor shall provide the activity head and department heads with a list of all employees assigned, or to be assigned to work or work areas under their cognizance. Contractor shall immediately notify N6 and NMCI of any employee changes (i.e., new employees, departing employees, re-located employees) necessitating NMCI seat reassignment or establishment actions. Contractor shall give at least a month's advance notice in order to obtain seat reassignment.

20.7 Security Warning

This contract may contain, or in the performance thereof, may involve access to information affecting the national defense of the United States within the meaning of the Espionage Laws, Title 18 U.S.C., Sections 793 and 794. The transmission or the revelation of classified contents, or of classified matter, to which access may be had, in any manner to an unauthorized person is prohibited by law. Contractor's loss of security clearance will result in the loss of access to secure buildings and spaces within MSFSC.

20.8 Physical Security

The contractor shall comply with the physical security requirements of MSFSC, DON, DOD, and other federal organizations responsible for the safeguarding of Government assets.

20.9 Key and Control (Including Entry Badge)

The contractor shall institute adequate employee controls and employee training to ensure safeguards are in place to minimize the potential for loss or misplacement of keys and entry badges issued to the contractor by the Government, and that they are properly controlled and accounted for at all times and not issued or used by unauthorized personnel. This includes maintaining inventory control of keys and conducting routine inventory of all contractor employees held keys. No keys issued to the contractor by the Government shall be duplicated unless directed by the Government Key Control Custodian (GKCC) (MSFSC N02F). Contractor shall not issue keys to contractor employees without the express approval of the GKCC for each respective work area.

20.10 Key and Entry Badge Loss Reporting

Upon realization of a lost key or entry badge, the contractor shall report this loss within one (1) hour to the GKCC and follow-up in writing to the GKCC within 12 hours of occurrence or at the beginning of the next scheduled workday, whichever occurs first. The report shall include the identification of the areas or spaces controlled by the said key or entry badge as well as the circumstances surrounding the loss.

20.11 Key and Lock Replacement

If a contractor employee loses a key, the Government will replace the lock for that space/door at the contractor expense. In the event the contractor loses a master key, the Government will replace all locks and keys controlled by the said master key at contractor expense.

20.12 Site Access to Locked Areas

The contractor shall prohibit the opening of locked areas by contractor employees to permit entrance of persons other than contractor employees authorized access as necessary in the performance of assigned work in those areas (except all emergency personnel). Access to these buildings by contractor employees will be limited to only those contractor employees who have been assigned to work in that designated area. Contractor employee shall pick up key or access card from the COR designated POC and return key or access card when contractor employee vacates the position. Contractor employees accessing this building shall not allow other Government employees access without the express approval of the COR's POC.

20.13 Lock Combinations

The contractor shall ensure lock combinations are not revealed to unauthorized persons. The contractor is not authorized to record lock combinations without written approval from the ACO. The contractor shall store authorized written combinations at the same classification level as the stored material within the safe (in accordance with SECNAVINST 5510.36).

20.14 Assist in Investigating Security Violations and Resolving Security Issues

The contractor shall assist the CSM or COR in investigating security violations and resolving security issues involving contractor personnel.

20.15 Prior to the release or publishing of any public information concerning the Hap-EP or originating as a result of working with the Hap-EP program, clearance must be obtained from the Hap-EP.

20.16 The contractor employees will comply with all applicable Government security directives and regulations during the performance of work. The contractor will follow guidelines from the Albany Logistics Marine Base or any successor program to enroll each contractor employee in the *RAPIDGate* standardized Security Entry Program while at the Hap-EP MCLB-Albany Ga. The contractor will be responsible for payment of contractor personnel registration fee in the *RAPIDGate* Security Entry Program. Contractor personnel are responsible for safeguarding building passes and other badges, and must immediately report a lost or stolen badge to the COR (229) 639-5500.

20.17 Dependent upon program requirements, the Hap-EP may require positions with a secret clearance. Currently there are no positions that require a secret clearance. The contractor will be permitted adequate time to obtain clearance. The contractor is responsible for obtaining all clearances and paying all costs for clearances.

21. QUALITY CONTROL: The contractor shall establish and maintain a complete Quality Control Plan to ensure that the requirements of the contract are provided as specified. One copy of the contractor's Quality Control Plan shall be provided to the contracting officer at the time of proposal submission. An updated copy must be provided to the Contracting Officer as changes occur. 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.

21.1 The Quality Control Plan shall describe the methods for identifying and preventing problems before the level of performance becomes unacceptable. One copy of the contractor's Quality Control Plan shall be provided to the contracting officer at the time of proposal submission. An updated copy must be provided to the Contracting Officer as

changes occur. The Quality Control Plan shall describe the methods for identifying and preventing problems before the level of performance becomes unacceptable.

21.2 Quality Assurance. The government will evaluate the contractor's performance under this contract using the method of surveillance specified in the PWS and based on adherence to guidelines established in Deliverables. When an observation indicates defective performance, the COR will obtain the contractor's representative's initials on the record of the observation. The COR will then submit a Contract Discrepancy Report.

22.0 STANDARD DEFINITIONS

22.1 Contracting Officer (KO). A person duly appointed with the authority to enter into and administer contracts on behalf of the U.S. Government.

22.2 Contracting Officer's Representative (COR). An individual designated in writing by the Contracting Officer to perform as an authorized representative of the Contracting Officer to perform specific contract administrative functions within the scope and limitations as defined by the Contracting Officer.

22.3 Government Furnished Property (GFP). Property in the possession of, or directly acquired by the Government and subsequently made available to the contractor.

22.4 Government Property. All property owned or leased to the Government or acquired by the Government under the terms of the contract. Government property includes both Government furnished property and contractor acquired property as defined in FAR 45.101.

22.5 Government Material. All material that may be incorporated into or attached to a deliverable end item or that may be consumed or expended in performing a contract, i.e., raw and processed materials, small tools and supplies component parts.

22.6 Government Property Administrator. An authorized representative of the Contracting Officer appointed in writing to administer contract requirements and obligations relative to government property (FAR45.101).

22.7 Quality Assurance (QA). Those actions taken by the Government to assure services meet the requirements of the Performance Work Statement (PWS) and all other service outputs.

22.8 Quality Assurance Evaluator (QAE). A Government person responsible for surveillance of contractor performance.

22.9 Quality Control. Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

23. GOVERNMENT FURNISHED PROPERTY AND SERVICES

23.1 The Hap-EP will provide working space and equipment, as listed below, only to the contractor employees who are directly assigned to perform tasks required or specified by the contract. The Hap-EP will provide office supplies, materials, and equipment, to include access to telephones, copying machines, and desktop personal computers. Other administrative and communications support will be provided as required to perform the contract tasks. Contractor use of any government-furnished space, facilities, or equipment will be in accordance with Government regulations, including, but not limited to, security, inspection and access regulations, and standards of ethical conduct.

23.2 The Hap-EP will provide access to those documents and files that are relevant to the project and that are required to perform the tasks specified in the contract. Documents include studies, reports, plans, syllabi, agendas, and databases. Access to files and data is provided to the contractor strictly for use within scope of the contract and remains the property of Hap-EP. Contractor and its personnel may be required to execute a Nondisclosure Agreement to protect sensitive information.

23.3 Hap-EP government personnel will provide such assistance and information as is appropriate and necessary for liaison functions, and for the contractor's performance of the contract, e.g. review of schedules, preview of materials, orientation briefings, and walk-through of spaces.

23.4 Parking space will be available consistent with the policies and procedures that pertain to Government employees.

24 CONTINUITY OF OPERATIONS

24.1 Transition Plan

The contractor shall prepare and deliver a Transition Plan as part of the offerors' proposal. The contractor shall maintain a transition plan that ensures:

- A smooth transition from contract award to full operational status (phase-in)
- A smooth transition from current contract performance to performance by a different contractor in a follow-on period (phase-out)
- There will be no interruption to mission requirements performed as defined in this PWS

A copy of the transition plan shall be kept at all locations in paragraph 1.2 and available to the Government upon request.

24.2 Phase-In

The phase-in period will commence in accordance with contract award and turnover. The phase-in period will end fourteen (14) calendar days thereafter for all functions. The phase-in period allows contractor personnel to familiarize themselves with site equipment configuration receive and exchange of information in standard procedures for performing the tasks described in this PWS, and conduct required inventories and inspections of GFP. The current contractor will provide the appropriate personnel to effect a successful transition of the specified functions from the current contractor operation to the future contractor operation. At the end of the phase-in period, specified above, the Contractor employees will have transferred specified operations to the contractor and the contractor

shall have provided a work force that is fully qualified and capable of performing all work required under this contract.

24.3 Phase-Out

The phase-out section of the transition plan shall include provisions for completion of appropriate contractor responsibilities should there be a contract termination, regardless of the reason, and shall not exceed thirty (30) days after contract termination. The contractor shall coordinate its activities with the incoming contractor or Government personnel to effect a smooth and orderly transition at the end of the contract period. The work performed as defined in this PWS is of a highly critical and highly visible nature. The contractor shall ensure no mission degradation occurs during or after the conversion process.

The contractor shall remove all contractor-owned belongings from Government-furnished spaces by close of business on the last day of the contract.

Before termination or expiration of this contract, the contractor shall review all Government-furnished property in their possession and prepare a report on their condition. The COR will review the report with the contractor and resolve any disparities before termination or expiration of this contract.

25. CONTRACTOR FURNISHED ITEMS AND SERVICES

25.1 Except for those items or services specifically stated to be Government furnished the contractor shall furnish everything required to perform this contract.

25.2 Local travel. Transportation (public or privately owned conveyance), parking and related fees will be required to support coordination of events and for operations support.

26.0 SAFETY AND ENVIRONMENTAL PROGRAM REQUIREMENTS

26.1 Safety Plan

The contractor shall prepare, maintain and implement a Safety Plan for their employees. The contractor shall ensure that all safety programs/provisions meet Federal, Navy, State, and local requirements, including rules and regulations listed in, but not limited to, the applicable documents of Enclosure 4. The contractor is responsible directly to the Department of Labor's OSHA or appropriate state office where OSHA has approved a state plan. The Safety Plan must also provide a designated and qualified person for ensuring worker safety.

26.2 Reporting of Unsafe or Unhealthy Work Conditions

The contractor shall comply with OSHA, Navy, and other regulatory agency requirements for record keeping and reporting of all incidents. The contractor shall immediately report any mishaps that cause injury or occupational illness to the COR. Contractor employees are encouraged to report observations of unsafe or unhealthy working conditions to MSFSC's Safety Officer.

26.3 Fire Preparedness and Fire Prevention

Contractor employees shall be familiar and comply with MSFSC's local instructions and directives concerning fire drills, evacuation, and fire safety training. Workspaces occupied by contractor employees are subject to monthly fire inspections conducted by

certified Navy Fire Inspectors. Contractor employees shall observe all requirements and directives for the handling and storage of combustible waste and trash.

26.4 Specific Occupational Safety and Health Administration (OSHA)

Requirements

26.4.1 Safety Compliance and Environmental Protection

Contractor shall comply with all OSHA regulations; The contractor shall follow all safety and health related State and Federal statutes and corresponding State, Federal, and/or DoD, and Occupational Safety and Health Manual) protecting the environment, contractor employees, and persons who live and work in and around contractor and/or Federal facilities.

26.4.2 Safety

The contractor shall monitor its employees and ensure that they are following all safety regulations particular to their work areas. The contractor shall ensure that its employees wear appropriate safety equipment and clothing. Contractor shall ensure that its employees are familiar with all relevant emergency procedures should an accident occur, and have access to emergency telephone numbers for the facilities where they work.

27. SPECIAL CONTRACT REQUIREMENTS

27.1 SUPERVISION AND CONTROL. The Government shall not exercise any supervision or control over the Contractor's employees performing services under this contract. Such employees shall be accountable, not to the Government, but solely to the Contractor, who in turn is responsible to the Government.

27.2 INSURANCE. The Contractor shall maintain during the entire performance period of this contract, insurance of at least the following kinds and minimum amounts set forth below:

(a) Workers Compensation and Employers' Liability Insurance in accordance with the amounts specified by the laws of the state in which the work is to be performed under this contract. In the absence of such state laws, an amount of \$100,000 shall be required and maintained.

(b) General Liability Insurance with bodily injury liability in the minimum amount of \$500,000 per occurrence.

(c) Automobile Liability Insurance (if van service is provided) in the amount of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) Other Compliances required: The Government reserves the right to request evidence of appropriate insurance, including Longshoreman's and Harbor Workers' Compensation Act (LHWCA) coverage required to perform work on or near ships. (33 U.S.C. S903 (a)).

27.3 WAGE DETERMINATION. The following wage determinations, in accordance with the Service Contract Act of 1965, as amended, are hereby incorporated by reference into the contract and compliance with the same, as modified during contract performance, is mandatory:

- a) WD No. 2005-2543 (Rev. 7) dated 29 May 2008
 - i. Naval Station and Naval Operating Base Norfolk, Norfolk, VA
 - ii. State Military Reservation, Camp Pendleton, Virginia Beach, VA

- iii. Naval Amphibious Base, Little Creek, Norfolk, VA
- iv. DS2 Chesapeake Warehouse, Chesapeake, VA
- b) WD No. 2005-2057 (Rev. 7) dtd. 29 May 2008
 - i. Pt Loma Naval Submarine Base, San Diego, CA
 - ii. Training Center West, 32nd Street Naval Base, San Diego
- c) WD No. 2005-2117 (Rev.6) dtd. 17 June 2008
 - i. SLL Representative Office, Port Canaveral, FL
- d) WD No. 2005-2115 (Rev.6) dtd. 29 May 2008
 - i. SLL Representative Office, Jacksonville, FL
- e) WD No. 2005-2473 (Rev.6) dtd. 29 May 2008
 - i. SLL Representative Office, Charleston, SC
- f) WD No. 2005-2351 (Rev.4) dtd. 29 May 2008
 - i. Training Center-East Fire Fighting School, East Freehold, NJ
 - ii. SLL Detachment, NWS-Earle, NJ

27.4 EMERGENCY POINT OF CONTACT (POC) FOR CONTRACTOR. Within two (2) days of contract award the successful offeror shall provide a single point of contact (POC) for all emergency or urgent work necessary under the resultant contract. The offeror shall provide a single name, mailing address, telephone number, facsimile number and email address for the designated POC. This POC shall be available to the contracting officer or his/her designated representative on a 24-hour emergency basis.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PROGRAM MANAGER V FFP	1,960	Hours		
	PROGRAM MANAGER V : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.1 of the PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: DUAC90010				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	PROJECT SUPERVISOR FFP PROJECT SUPERVISOR: The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.2 of the PWS. FOB: Destination PURCHASE REQUEST NUMBER: DUAC90010	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	PROGRAM ANALYST V FFP PROGRAM ANALYST V :The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.3 of the PWS. FOB: Destination PURCHASE REQUEST NUMBER: DUAC90010	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	MEDICAL EQUIPMENT REPAIR SUPPORT FFP MEDICAL EQUIPMENT REPAIR SUPPORT: The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.4 of the PWS. FOB: Destination PURCHASE REQUEST NUMBER: DUAC90010	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	PROGRAM ANALYST V FFP PROGRAM ANALYST V : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.5 of the PWS. FOB: Destination PURCHASE REQUEST NUMBER: DUAC90010	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	PROJECT SUPERVISOR FFP PROJECT SUPERVISOR :The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.6 of the PWS. FOB: Destination PURCHASE REQUEST NUMBER: DUAC90010	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	EQUIPMENT SPECIALIST FFP EQUIPMENT SPECIALIST : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.7 of the PWS. FOB: Destination PURCHASE REQUEST NUMBER: DUAC90010	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	ENGINEER IV : FFP ENGINEER IV : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.8 of the PWS. FOB: Destination PURCHASE REQUEST NUMBER: DUAC90010	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	EQUIPMENT SPECIALIST FFP EQUIPMENT SPECIALIST : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.9 of the PWS. FOB: Destination PURCHASE REQUEST NUMBER: DUAC90010	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	TRANSPORTATION DATA EXTRACTION FFP TRANSPORTATION DATA EXTRACTION: The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.10 of the PWS. FOB: Destination PURCHASE REQUEST NUMBER: DUAC90010	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	ODC / TRAVEL FFP ODC / TRAVEL is in accordance with the JTR and Section 15.0 of the PWS. FOB: Destination	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	PROGRAM MANAGER V FFP PROGRAM MANAGER V : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.1 of the PWS. FOB: Destination	5.1 1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	PROJECT SUPERVISOR FFP PROJECT SUPERVISOR: The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.2 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	PROGRAM ANALYST V FFP PROGRAM ANALYST V :The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.3 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		1,960	Hours		
OPTION	MEDICAL EQUIPMENT REPAIR SUPPORT FFP MEDICAL EQUIPMENT REPAIR SUPPORT: The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.4 of the PWS. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		1,960	Hours		
OPTION	PROGRAM ANALYST V FFP PROGRAM ANALYST V : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.5 of the PWS. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		1,960	Hours		
OPTION	PROJECT SUPERVISOR FFP PROJECT SUPERVISOR :The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.6 of the PWS. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 OPTION	EQUIPMENT SPECIALIST FFP EQUIPMENT SPECIALIST : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.7 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008 OPTION	ENGINEER IV : FFP ENGINEER IV : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.8 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009		1,960	Hours		
OPTION	EQUIPMENT SPECIALIST				
	FFP				
	EQUIPMENT SPECIALIST : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.9 of the PWS.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010		1,960	Hours		
OPTION	TRANSPORTATION DATA EXTRACTION				
	FFP				
	TRANSPORTATION DATA EXTRACTION: The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.1.10 of the PWS.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011		1	Lot		
OPTION	ODC / TRAVEL				
	FFP				
	OODC / TRAVEL is in accordance with the JTR and Section 15.0 of the PWS.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	PROGRAM MANAGER V FFP PROGRAM MANAGER V : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.1 of the PWS. FOB: Destination	1,960 5.1	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	PROJECT SUPERVISOR FFP PROJECT SUPERVISOR: The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.2 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	PROGRAM ANALYST V FFP PROGRAM ANALYST V :The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.3 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	MEDICAL EQUIPMENT REPAIR SUPPORT FFP MEDICAL EQUIPMENT REPAIR SUPPORT: The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.4 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	PROGRAM ANALYST V FFP PROGRAM ANALYST V : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.5 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	PROJECT SUPERVISOR FFP PROJECT SUPERVISOR :The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.6 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 OPTION	EQUIPMENT SPECIALIST FFP EQUIPMENT SPECIALIST : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.7 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008 OPTION	ENGINEER IV : FFP ENGINEER IV : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.8 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009 OPTION	EQUIPMENT SPECIALIST FFP EQUIPMENT SPECIALIST : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.9 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010 OPTION	TRANSPORTATION DATA EXTRACTION FFP TRANSPORTATION DATA EXTRACTION: The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.1.10 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011 OPTION	ODC / TRAVEL COST		Hours		
ODC / TRAVEL is in accordance with the JTR and Section 15.0 of the PWS. FOB: Destination					

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	PROGRAM MANAGER V FFP	1,960 5.1	Hours		
PROGRAM MANAGER V : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.1 of the PWS. FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	PROJECT SUPERVISOR FFP	1,960	Hours		
PROJECT SUPERVISOR: The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.2 of the PWS. FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		1,960	Hours		
OPTION	PROGRAM ANALYST V FFP PROGRAM ANALYST V :The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.3 of the PWS. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		1,960	Hours		
OPTION	MEDICAL EQUIPMENT REPAIR SUPPORT FFP MEDICAL EQUIPMENT REPAIR SUPPORT: The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.4 of the PWS. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 OPTION	PROGRAM ANALYST V FFP PROGRAM ANALYST V : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.5 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 OPTION	PROJECT SUPERVISOR FFP PROJECT SUPERVISOR :The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.6 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007 OPTION	EQUIPMENT SPECIALIST FFP EQUIPMENT SPECIALIST : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.7 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008 OPTION	ENGINEER IV : FFP ENGINEER IV : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.8 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009 OPTION	EQUIPMENT SPECIALIST FFP EQUIPMENT SPECIALIST : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.9 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010		1,960	Hours		
OPTION	TRANSPORTATION DATA EXTRACTION				
	FFP				
	TRANSPORTATION DATA EXTRACTION:The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.1.10 of the PWS.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011		1,960	Lot		
OPTION	ODC / TRAVEL				
	COST				
	ODC / TRAVEL is in accordance with the JTR and Section 15.0 of the PWS.				
	FOB: Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		1,960	Hours		
OPTION	PROGRAM MANAGER V 5.1				
	FFP				
	PROGRAM MANAGER V : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.1 of the PWS.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	PROJECT SUPERVISOR FFP PROJECT SUPERVISOR: The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.2 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 OPTION	PROGRAM ANALYST V FFP PROGRAM ANALYST V :The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.3 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004 OPTION	MEDICAL EQUIPMENT REPAIR SUPPORT FFP MEDICAL EQUIPMENT REPAIR SUPPORT: The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.4 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005 OPTION	PROGRAM ANALYST V FFP PROGRAM ANALYST V : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.5 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006 OPTION	PROJECT SUPERVISOR FFP PROJECT SUPERVISOR :The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.6 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007 OPTION	EQUIPMENT SPECIALIST FFP EQUIPMENT SPECIALIST : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.7 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008 OPTION	ENGINEER IV : FFP ENGINEER IV : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.8 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009 OPTION	EQUIPMENT SPECIALIST FFP EQUIPMENT SPECIALIST : The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.9 of the PWS. FOB: Destination	1,960	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010		1,960	Hours		
OPTION	TRANSPORTATION DATA EXTRACTION				
	FFP				
	TRANSPORTATION DATA EXTRACTION:The Contractor shall provide all labor and materials to accomplish the tasks stated on Section 5.1.10 of the PWS.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011		1,960	Lot		
OPTION	ODC / TRAVEL				
	COST				
	ODC / TRAVEL is in accordance with the JTR and Section 15.0 of the PWS.				
	FOB: Destination				

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	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
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
1011	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
2010	Destination	Government	Destination	Government
2011	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
3009	Destination	Government	Destination	Government
3010	Destination	Government	Destination	Government
3011	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government
4009	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
4011	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
------	---------------	----------	-----------------	-----

0001	POP 01-APR-2010 TO 31-MAR-2011	N/A	DEFENSE SECURITY COOPERATION AGENCY-PGM BILL LANE HUMANITARIAN ASSTANCE/DISASTER RELIEF AND 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22201-5408 229-639-6192 FOB: Destination	HQ0013
0002	POP 01-APR-2010 TO 31-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0003	POP 01-APR-2010 TO 31-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0004	POP 01-APR-2010 TO 31-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0005	POP 01-APR-2010 TO 31-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0006	POP 01-APR-2010 TO 31-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0007	POP 01-APR-2010 TO 31-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0008	POP 01-APR-2010 TO 31-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0009	POP 01-APR-2010 TO 31-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0010	POP 01-APR-2010 TO 31-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0011	POP 01-APR-2010 TO 31-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
1001	POP 01-APR-2011 TO 31-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
1002	POP 01-APR-2011 TO 31-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
1003	POP 01-APR-2011 TO 31-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
1004	POP 01-APR-2011 TO 31-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013

1005	POP 01-APR-2011 TO 31-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
1006	POP 01-APR-2011 TO 31-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
1007	POP 01-APR-2011 TO 31-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
1008	POP 01-APR-2011 TO 31-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
1009	POP 01-APR-2011 TO 31-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
1010	POP 01-APR-2011 TO 31-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
1011	POP 01-APR-2011 TO 31-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2001	POP 01-APR-2012 TO 31-MAR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2002	POP 01-APR-2012 TO 31-MAR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2003	POP 01-APR-2012 TO 31-MAR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2004	POP 01-APR-2012 TO 31-MAR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2005	POP 01-APR-2012 TO 31-MAR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2006	POP 01-APR-2012 TO 31-MAR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2007	POP 01-APR-2012 TO 31-MAR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2008	POP 01-APR-2012 TO 31-MAR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2009	POP 01-APR-2012 TO 31-MAR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2010	POP 01-APR-2012 TO 31-MAR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2011	POP 01-APR-2012 TO 31-MAR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013

3001	POP 01-APR-2013 TO 31-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3002	POP 01-APR-2013 TO 31-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3003	POP 01-APR-2013 TO 31-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3004	POP 01-APR-2013 TO 31-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3005	POP 01-APR-2013 TO 31-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3006	POP 01-APR-2013 TO 31-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3007	POP 01-APR-2013 TO 31-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3008	POP 01-APR-2013 TO 31-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3009	POP 01-APR-2013 TO 31-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3010	POP 01-APR-2013 TO 31-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3011	POP 01-APR-2013 TO 31-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4001	POP 01-APR-2014 TO 31-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4002	POP 01-APR-2014 TO 31-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4003	POP 01-APR-2014 TO 31-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4004	POP 01-APR-2014 TO 31-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4005	POP 01-APR-2014 TO 31-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4006	POP 01-APR-2014 TO 31-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4007	POP 01-APR-2014 TO 31-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013

4008	POP 01-APR-2014 TO 31-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4009	POP 01-APR-2014 TO 31-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4010	POP 01-APR-2014 TO 31-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4011	POP 01-APR-2014 TO 31-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013

CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
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
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7007 Alt A	Annual Representations and Certifications Alternate A	JAN 2008
252.204-7008	Requirements for Contracts Involving Export-Controlled Items	JUL 2008
252.204-7009	Requirements Regarding Potential Access to Export- Controlled Items	JUL 2008
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2005
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
WAWF-RA	WAWF-RA	FEB 2009

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 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(b) 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.

(End of provision)

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.

In order to be considered for an award of a federal contract all contractors must be registered in the Central Contractor Registration (CCR). For information regarding registration, contact the CCR website at <http://www.ccr.gov>. FAR, subpart 4.1200 requires that prospective contractors complete electronic annual representations and certifications in conjunction with their required registration in the CCR database. These Annual Representations and Certifications are submitted via the Online Representations and Certifications Application (ORCA) at <http://orca.bpn.gov>.

2. Questions - **The cut-off date for all questions is January 28, 2010, at 1:00 PM.** Request that the offeror email all questions to the following individual. Janet.Szatmary@dsca.mil and ali.beshir@dsca.mil. No responses to questions via telephone will be answered. All questions must be in writing. A consolidated question and answer (Q&A).

3. Responses to all questions will be in the form of an amendment and will be posted on website <http://www.fbo.gov> on or about February 2, 2010.

4. All responsible sources may submit a proposal, which, if timely received, may be considered by the Government. Subject solicitation will close February 18, 2010, 1:00 p.m. EST. Offerors should submit an original and one copy of the Technical Proposal and Price Proposal by the closing date to the Defense Security Cooperation Agency, 201 12th Street, South, Suite 402, Arlington VA 22202-5408. Attn: Janet Szatmary / Ali Beshir. All offerors are also required to submit an electronic copy of the Technical Proposal and Price Proposal to: janet.szatmary@dsca.mil and ali.beshir@dsca.mil. The coversheet to the proposal shall have the offeror's information. The technical and price proposals shall only have the solicitation number. The offeror's information **SHALL NOT** appear anywhere on the technical or price proposals.

Proposals must be delivered by **February 18, 2010 at 1:00 PM** 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.

Defense Security Cooperation Agency (DSCA)

201 12th Street South, Ste 402
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 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 5:00 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) - 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) - 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): 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.

(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:

FACTOR1.0 PROFESSIONAL QUALIFICATION AND RELEVANT EXPERIENCE As a minimum, the contractor must describe the key personnel (resumes), how the Contractor intends to meet the performance objectives identified in the PWS to include how the vendor proposes a seamless transition 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.

FACTOR 2: TECHNICAL CAPABILITY & UNDERSTANDING THE REQUIREMENTS

As a minimum, the contractor shall describe their technical capability, approach, understanding of the requirement.

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 12th Street, South, Ste 402, Arlington, VA 22202 by the closing date of this solicitation. Fax copies of the PPQ are acceptable and should be faxed to 703-601-2451.
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 Aldridge 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.

(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

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:

EVALUATION FACTORS

The Evaluation Panel will evaluate proposals on the basis of the following factors:

1. Professional Qualifications and Relevant Experience
2. Technical Capability & Understanding the requirements
3. Past Performance
4. Cost/Price

RELATIVE IMPORTANCE

Professional Qualification and Relevant Experience is the most important factor in the overall evaluation. Technical Capability & understanding the requirement, Past Performance, and Cost are equally important, but each is less important than Professional Qualifications and Relevant Experience.

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

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

Factor 1: Professional qualification and relevant experience: The contractor must describe the key personnel 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.

Factor 2, Technical Capability: The Government will evaluate the Offeror's technical capability to determine the degree to which the information provided by the offeror in its proposal

demonstrates the offeror's ability to manage, supervise, and perform in accordance with the contract requirements and the sub factors listed below.

Factor 3, 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.

Factor 4 Price: The price for each CLIN will be evaluated separately. Price will be evaluated for price reasonableness in accordance with FAR 15.305(a)(1) based on the total proposed price for the base period of performance and all option periods together. The determination that the total price is reasonable will be made by a comparison of other offers received. If only one offer is received, the determination may be based on a comparison to the IGCE or by any other reasonable basis.

Related Definitions.

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. **Strength.** An aspect of a proposal that notably enhances the offeror’s ability to perform in a satisfactory manner or that represents a significant benefit to the Government.
4. **Clarifications.** Limited exchanges between the Government and offerors that are used to address procedural or process questions regarding certain aspects of proposals, 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.

PROFESSIONAL QUALIFICATION AND RELEVANT EXPERIENCE RATING SCALE

Professional Qualifications & relevant Experience Rating	
Rating	Description
Outstanding	The offer will gain significant benefit from personal experience in selected areas determined to offer unique perspectives on the operating environment. This rating is achieved when the offeror can demonstrate at least 5 years of cumulative experience in the identified area for individuals that will be working on the staffing review.
Good	The offer will gain some benefit from personal experience in selected areas determined to offer unique perspectives on the operating environment. This rating is achieved when the offeror can demonstrate between 2 and 5 years of cumulative experience in identified areas for individuals that will be working on the staffing review.
Neutral	The offer will not have the benefit of personal experience in selected areas determined to offer unique perspectives on the operating environment. This rating is achieved when the offeror is unable to demonstrate at least 2 years of cumulative experience in identified areas for individuals that will be working on the staffing review.

TECHNICAL CAPABILITY RATING SCALE

Technical Capability Rating	
Rating	Description
Outstanding	The quality of the offeror's approach to the project satisfies to the fullest extent the necessary technical proficiencies and experiences required in the solicitation. The proposal uses proven methods consistent with objectives for the review. The proposal is superbly organized, sufficiently detailed, and allows a thorough understanding of the offeror's approach to the study. The offeror's proposal is perceived to have an outstanding probability of meeting all requirements and poses minimal risk of unsatisfactory deliverable content. No deficiencies and no/few weaknesses are noted in the offeror's proposal.
Good	The quality of the offeror's approach to the project satisfies the necessary technical proficiencies and experiences required in the solicitation. The proposal uses acceptable methods consistent with objectives for the review. The proposal is well organized, sufficiently detailed, and allows a thorough understanding of the offeror's approach to the study. The offeror's proposal has a good probability of meeting all requirements and poses low risk of unsatisfactory deliverable content. No deficiencies are noted in the offeror's proposal, and the number of strengths significantly exceeds the number of weaknesses.
Poor	The quality of the offeror's approach to the project does not fully satisfy the necessary technical proficiencies and experiences required in the solicitation. The proposal relies on untested methods that are inconsistent with objectives for the review. The proposal is poorly organized, insufficiently detailed, or does not allow a thorough understanding of the offeror's approach to the study. The offeror's proposal has an unlikely probability of meeting all requirements or poses some risk of unsatisfactory deliverable content. The proposal has a noted deficiency, and the number of weaknesses significantly exceeds the number of strengths. A complete revision would probably not be adequate for this proposal to meet requirements.
Unacceptable	The quality of the offeror's approach to the project does not satisfy whatsoever the necessary technical proficiencies and experiences required in the solicitation. The proposal uses either untested or unsatisfactory methods that are inconsistent with objectives for the review. The proposal is poorly organized, insufficiently detailed, or does not allow a thorough understanding of the offeror's approach to the study. The offeror's proposal has an unacceptable probability of meeting all requirements or poses major risk of unsatisfactory deliverable content. The proposal has one or more noted deficiencies, and the number of weaknesses significantly exceeds the number of strengths. A complete revision would not be adequate for this proposal to meet requirements.

PAST PERFORMANCE RATING SCALE

Past Performance Rating	
Rating	Description

<p>Satisfactory</p>	<p>Reports of past performance indicate a generally high level of enthusiasm and satisfaction in most aspects of offeror's business operations to include the quality of deliverables and the professionalism of contract personnel. References indicate mostly consistent desire to secure services of offeror in the future. Past performance reports indicate low risk of unsatisfactory/unacceptable work and a good probability of success in completing all requirements.</p>
<p>Neutral</p>	<p>Reports of past performance indicate mixed enthusiasm and satisfaction in aspects of offeror's business operations to include the quality of deliverables and the professionalism of contract personnel. References indicate mixed desire to secure services of offeror in the future. Past performance reports indicate an undetermined level of risk of unsatisfactory/unacceptable work and undetermined probability of success in completing all requirements. This rating can also be used to indicate an offeror with no past performance relevant to this study.</p>
<p>Unsatisfactory</p>	<p>Reports of past performance indicate a generally low level of enthusiasm and satisfaction in most aspects of offeror's business operations to include the quality of deliverables and the professionalism of contract personnel. References indicate mostly consistent desire to avoid the services of offeror in the future. Past performance reports indicate some risk of unsatisfactory/unacceptable work and a low probability of success in completing all requirements.</p>

(e) 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).

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

(g) 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.

(h) 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)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2009)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 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) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(6) 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).

(7) [Reserved].

- ___ (8)(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.
- X (9)(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.
- ___ (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- X (11)(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.
- ___ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (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.
- ___ (15) 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).
- ___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

- (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (23) 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).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (25) 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).
- (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (28)(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)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .
- (30)(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.
- (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

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

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

___ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 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))

 X (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 X (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (43)(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.)

- (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (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) (SEP 2009) (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 (SEP 2009) (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 (FEB 2009) (41 U.S.C. 351, et seq.).
- (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 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.

(iii) Reserved.

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

(v) 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).

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

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 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.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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)

52.217-9 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 (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 5 years.

(End of clause)

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):

[www.farsite.hill.af.mil]

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2009)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X ___ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

X (1) ___ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ___ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ___ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

- (8) ____ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).
- (9) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (10) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11) ____ 252.225-7021, Trade Agreements (JUL 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (12) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (JUL 2009) of 252.225-7036.
- (15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- X (19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- X (21) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (22) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
- X(23)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ____ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ____ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ____ Alternate III (MAY 2002) of 252.247-7023.
- X(24) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall

include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Past Performance Questioners	4	