

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER DNR11001		PAGE 1 OF 78	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ0013-10-R-0008	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TONI DAVIS		b. TELEPHONE NUMBER (No Collect Calls) 703 604 1002		6. SOLICITATION ISSUE DATE 30-Jul-2010	
9. ISSUED BY DEFENSE SECURITY COOPERATION AGENCY-CON TONI DAVIS 201 12TH STREET, SOUTH SUITE 203 ARLINGTON VA 22202  TEL: 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: 25M NAICS: 541511		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	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE SCHEDULE</b>		CODE	
17a. CONTRACTOR/OFFEROR  TEL.		CODE		18a. PAYMENT WILL BE MADE BY  <b>SEE SCHEDULE</b>		CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		FACILITY CODE		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input 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><b>SEE SCHEDULE</b></p>					

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

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>User Support                      FFP                      The Contractor shall give the Security Cooperation community (e.g., DSCA, implementing agencies, combatant commands, security assistance organizations, and host nations) assistance and training to understand the requirements, policies, and procedures of the EUM program and to input and view SCIP EUM data regarding deliveries and inventory information. This task will include the following sub-task:                      - Communicating with users to answer questions and provide instructions; Provide help desk support to accommodate EUM questions within 24 business hours; Educating users with one-on-one meetings and at conference; Update and keep current the EUM-SCIP User Guide; Review and process access requests and ensure only authorized users obtain access; Create and electronically send a monthly EUM newsletter; Mail instructional handbooks and other material; Maintain the EUM Support page in EUM-SCIP; Support EUM and Regional Forums for on and off-site support roles; Research EUM questions; Coordinate with the SCIP Help Desk to resolve automation issues and Consider marketing, outreach, and training.                      FOB: Destination                      PURCHASE REQUEST NUMBER: DNAR11001</p>	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Weapon Data Research/Database Population	12	Months		

FFP

This task entails locating the source of serial numbers and other program data for various weapons supplied in the past by DoD to foreign governments. This will require conducting research, in accordance with the priorities of the EUM Contracting Officer's Representative, of the military departments, major commands, program offices, and manufacturers to locate lists of weapons and their serial numbers. Initial items of inventory to be managed may include, but not limited to, "Communication Security (COMSEC) Equipment, STINGER Missiles and Gripstocks, Night Vision Devices (NVDs), JAVELIN missiles, TOW IIB, AMRAAM, AIM-9X, SLAM-ER, Harpoon Block 1G/II and GCU, JASSM, JSOW, SM-3, Tomahawk, Large Aircraft Infrared Countermeasures (LAIRCM), Unmanned Aircraft System (UAS) and other articles deemed enhanced, including certain routine and grant assistance." The contractor shall compile serial numbers, notes, inspection histories, technical details, types of transfer (i.e. grant, MAP, FMS, Presidential determination, etc.) delivery dates, etc.

FOB: Destination

PURCHASE REQUEST NUMBER: DNAR11001

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Program Analysis FFP The Vendor wil perform periodic and customized reports upon request of the Government. These reports will likely be created by ad-hoc retrievals from the EUM-SCIP application or other sources. This may include data comparison and analysis fro EUM-SCIP or other Excel reports. This wil help guage the success of the program. Examples of requested reports may include: - Size of the inventory in EUM-SCIP; Comparison of data, actual inspections to planned inspections, decomposed articles, country analysis, and whether a host country or SAO conducted the inspectin; Tabulate weekly reports that detail all new and changed EUM SCIP items and Program statistics (e.g., number of weapons identified, number of SNs entered, etc.) FOB: Destination PURCHASE REQUEST NUMBER: DNAR11001	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Application Maintenance and Enhancement FFP Vendor shall provide information technology (IT) system enhancements on time, within budget, and with minimal flaws. In addition, the vendor must be flexible for any unknown possible contractual modifications. There are eight specific, defined software development and enhancement tasks to be performed in the base year of this contract. They are: a. Project E0095: Permanently Delete Articles b. Project E0096: Bulk Inventory Tool and User ID Tracking c. Project E0097: Automated Weekly Report d. Project E0098: Item History Sort e. Project E0099: Conversion of EUM Inventory Reports to Excel f. Project E0100: Dynamic Add/Edit Page g. Project E0101: Immediate Update to disposition FOB: Destination PURCHASE REQUEST NUMBER: DNAR11001	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Travel IAW JTR COST Personnel may travel both CONUS and OCONUS (US and foreign locations) with a maximum estimate of local trips, NTE 250 miles, at 10 trips per year, 5 trips per year exceeding 250 miles, and 3 trips per year OCONUS. Total amount for travel is \$2500.00 FOB: Destination PURCHASE REQUEST NUMBER: DNAR11001		Dollars, U.S.		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	User Support FFP The Contractor shall give the Security Cooperation community (e.g., DSCA, implementing agencies, combatant commands, security assistance organizations, and host nations) assistance and training to understand the requirements, policies, and procedures of the EUM program and to input and view SCIP EUM data regarding deliveries and inventory information. This task will include the following sub-task: - Communicating with users to answer questions and provide instructions; Provide help desk support to accommodate EUM questions within 24 business hours; Educating users with one-on-one meetings and at conference; Update and keep current the EUM-SCIP User Guide; Review and process access requests and ensure only authorized users obtain access; Create and electronically send a monthly EUM newsletter; Mail instructional handbooks and other material; Maintain the EUM Support page in EUM-SCIP; Support EUM and Regional Forums for on and off-site support roles; Research EUM questions; Coordinate with the SCIP Help Desk to resolve automation issues and Consider marketing, outreach, and training. FOB: Destination PURCHASE REQUEST NUMBER: DNAR11001	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Weapon Data Research/Database Population FFP	12	Months		
OPTION	<p>This task entails locating the source of serial numbers and other program data for various weapons supplied in the past by DoD to foreign governments. This will require conducting research, in accordance with the priorities of the EUM Contracting Officer's Representative, of the military departments, major commands, program offices, and manufacturers to locate lists of weapons and their serial numbers. Initial items of inventory to be managed may include, but are not limited to "Communication Security (COMSEC) Equipment, STINGER Missiles and Gripstocks, Night Vision Devices (NVDs), JAVELIN missiles, TOW IIB, AMRAAM, AIM-9X, SLAM-ER, Harpoon Block 1G/II and GCU, JASSM, JSOW, SM-3, Tomahawk, Large Aircraft Infrared Countermeasures (LAIRCM), Unmanned Aircraft System (UAS) and other articles deemed enhanced, including certain routine and grant assistance." The contractor shall compile serial numbers, notes, inspection histories, technical details, types of transfer (i.e. grant, MAP, FMS, Presidential determination, etc.) delivery dates, etc.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: DNAR11001</p>				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Program Analysis FFP	12	Months		
	<p>The Vendor wil perform periodic and customized reports upon request of the Government. These reports will likely be created by ad-hoc retrievals from the EUM-SCIP application or other sources. This may include data comparison and analysis fro EUM-SCIP or other Excel reports. This wil help guage the success of the program. Examples of requested reports may include:</p> <ul style="list-style-type: none"> <li>- Size of the inventory in EUM-SCIP; Comparison of data, actual inspections to planned inspections, decomposed articles, country analysis, and whether a host country or SAO conducted the inspectin; Tabulate weekly reports that detail all new and changed EUM SCIP items and Program statistics (e.g., number of weapons identified, number of SNs entered, etc.)</li> </ul> <p>FOB: Destination PURCHASE REQUEST NUMBER: DNAR11001</p>				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	Application Maintenance and Enhancement FFP	12	Months		
	<p>Vendor shall provide information technology (IT) system enhancements on time, within budget, and with minimal flaws. In addition, the vendor must be flexible for any unknown possible contractual modifications. There are eight specific, defined software development and enhancement tasks to be performed in the base year of this contract. They are:</p> <ul style="list-style-type: none"> <li>a. Project E0095: Permanently Delete Articles</li> <li>b. Project E0096: Bulk Inventory Tool and User ID Tracking</li> <li>c. Project E0097: Automated Weekly Report</li> <li>d. Project E0098: Item History Sort</li> <li>e. Project E0099: Conversion of EUM Inventory Reports to Excel</li> <li>f. Project E0100: Dynamic Add/Edit Page</li> <li>g. Project E0101: Immediate Update to disposition</li> </ul> <p>FOB: Destination PURCHASE REQUEST NUMBER: DNAR11001</p>				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005			Dollars, U.S.		
OPTION	Travel IAW JTR COST Personnel may travel both CONUS and OCONUS (US and foreign locations) with a maximum estimate of local trips, NTE 250 miles, at 10 trips per year, 5 trips per year exceeding 250 miles, and 3 trips per year OCONUS. Total amount for travel is \$2500.00 FOB: Destination PURCHASE REQUEST NUMBER: DNAR11001				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months		
OPTION	User Support FFP The Contractor shall give the Security Cooperation community (e.g., DSCA, implementing agencies, combatant commands, security assistance organizations, and host nations) assistance and training to understand the requirements, policies, and procedures of the EUM program and to input and view SCIP EUM data regarding deliveries and inventory information. This task will include the following sub-task: - Communicating with users to answer questions and provide instructions; Provide help desk support to accommodate EUM questions within 24 business hours; Educating users with one-on-one meetings and at conference; Update and keep current the EUM-SCIP User Guide; Review and process access requests and ensure only authorized users obtain access; Create and electronically send a monthly EUM newsletter; Mail instructional handbooks and other material; Maintain the EUM Support page in EUM-SCIP; Support EUM and Regional Forums for on and off-site support roles; Research EUM questions; Coordinate with the SCIP Help Desk to resolve automation issues and Consider marketing, outreach, and training. FOB: Destination PURCHASE REQUEST NUMBER: DNAR11001				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	Weapon Data Research/Database Population FFP	12	Months		
OPTION	<p>This task entails locating the source of serial numbers and other program data for various weapons supplied in the past by DoD to foreign governments. This will require conducting research, in accordance with the priorities of the EUM Contracting Officer's Representative, of the military departments, major commands, program offices, and manufacturers to locate lists of weapons and their serial numbers. Initial items of inventory to be managed may include, but are not limited to "Communication Security (COMSEC) Equipment, STINGER Missiles and Gripstocks, Night Vision Devices (NVDs), JAVELIN missiles, TOW IIB, AMRAAM, AIM-9X, SLAM-ER, Harpoon Block 1G/II and GCU, JASSM, JSOW, SM-3, Tomahawk, Large Aircraft Infrared Countermeasures (LAIRCM), Unmanned Aircraft System (UAS) and other articles deemed enhanced, including certain routine and grant assistance." The contractor shall compile serial numbers, notes, inspection histories, technical details, types of transfer (i.e. grant, MAP, FMS, Presidential determination, etc.) delivery dates, etc.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: DNAR11001</p>				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Program Analysis FFP	12	Months		

The Vendor wil perform periodic and customized reports upon request of the Government. These reports will likely be created by ad-hoc retrievals from the EUM-SCIP application or other sources. This may include data comparison and analysis fro EUM-SCIP or other Excel reports. This wil help guage the success of the program. Examples of requested reports may include:

- Size of the inventory in EUM-SCIP; Comparison of data, actual inspections to planned inspections, decomposed articles, country analysis, and whether a host country or SAO conducted the inspectin; Tabulate weekly reports that detail all new and changed EUM SCIP items and Program statistics (e.g., number of weapons identified, number of SNs entered, etc.)

FOB: Destination

PURCHASE REQUEST NUMBER: DNAR11001

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		12	Months		
OPTION	Application Maintenance and Enhancement FFP Vendor shall provide information technology (IT) system enhancements on time, within budget, and with minimal flaws. In addition, the vendor must be flexible for any unknown possible contractual modifications. There are eight specific, defined software development and enhancement tasks to be performed in the base year of this contract. They are: a. Project E0095: Permanently Delete Articles b. Project E0096: Bulk Inventory Tool and User ID Tracking c. Project E0097: Automated Weekly Report d. Project E0098: Item History Sort e. Project E0099: Conversion of EUM Inventory Reports to Excel f. Project E0100: Dynamic Add/Edit Page g. Project E0101: Immediate Update to disposition FOB: Destination PURCHASE REQUEST NUMBER: DNAR11001				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005			Dollars, U.S.		
OPTION	Travel IAW JTR COST Personnel may travel both CONUS and OCONUS (US and foreign locations) with a maximum estimate of local trips, NTE 250 miles, at 10 trips per year, 5 trips per year exceeding 250 miles, and 3 trips per year OCONUS. Total amount for travel is \$2500.00 FOB: Destination PURCHASE REQUEST NUMBER: DNAR11001				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	User Support	12	Months		
OPTION	FFP				
	<p>The Contractor shall give the Security Cooperation community (e.g., DSCA, implementing agencies, combatant commands, security assistance organizations, and host nations) assistance and training to understand the requirements, policies, and procedures of the EUM program and to input and view SCIP EUM data regarding deliveries and inventory information. This task will include the following sub-task:</p>				
	<p>- Communicating with users to answer questions and provide instructions; Provide help desk support to accommodate EUM questions within 24 business hours; Educating users with one-on-one meetings and at conference; Update and keep current the EUM-SCIP User Guide; Review and process access requests and ensure only authorized users obtain access; Create and electronically send a monthly EUM newsletter; Mail instructional handbooks and other material; Maintain the EUM Support page in EUM-SCIP; Support EUM and Regional Forums for on and off-site support roles; Research EUM questions; Coordinate with the SCIP Help Desk to resolve automation issues and Consider marketing, outreach, and training.</p>				
	<p>FOB: Destination</p>				
	<p>PURCHASE REQUEST NUMBER: DNAR11001</p>				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		12	Months		
OPTION	Weapon Data Research/Database Population				

FFP

This task entails locating the source of serial numbers and other program data for various weapons supplied in the past by DoD to foreign governments. This will require conducting research, in accordance with the priorities of the EUM Contracting Officer's Representative, of the military departments, major commands, program offices, and manufacturers to locate lists of weapons and their serial numbers. Initial items of inventory to be managed may include, but are not limited to "Communication Security (COMSEC) Equipment, STINGER Missiles and Gripstocks, Night Vision Devices (NVDs), JAVELIN missiles, TOW IIB, AMRAAM, AIM-9X, SLAM-ER, Harpoon Block 1G/II and GCU, JASSM, JSOW, SM-3, Tomahawk, Large Aircraft Infrared Countermeasures (LAIRCM), Unmanned Aircraft System (UAS) and other articles deemed enhanced, including certain routine and grant assistance." The contractor shall compile serial numbers, notes, inspection histories, technical details, types of transfer (i.e. grant, MAP, FMS, Presidential determination, etc.) delivery dates, etc.

FOB: Destination

PURCHASE REQUEST NUMBER: DNAR11001

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	Program Analysis FFP	12	Months		

The Vendor wil perform periodic and customized reports upon request of the Government. These reports will likely be created by ad-hoc retrievals from the EUM-SCIP application or other sources. This may include data comparison and analysis fro EUM-SCIP or other Excel reports. This wil help guage the success of the program. Examples of requested reports may include:

- Size of the inventory in EUM-SCIP; Comparison of data, actual inspections to planned inspections, decomposed articles, country analysis, and whether a host country or SAO conducted the inspectin; Tabulate weekly reports that detail all new and changed EUM SCIP items and Program statistics (e.g., number of weapons identified, number of SNs entered, etc.)

FOB: Destination

PURCHASE REQUEST NUMBER: DNAR11001

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		12	Months		
OPTION	Application Maintenance and Enhancement FFP Vendor shall provide information technology (IT) system enhancements on time, within budget, and with minimal flaws. In addition, the vendor must be flexible for any unknown possible contractual modifications. There are eight specific, defined software development and enhancement tasks to be performed in the base year of this contract. They are: a. Project E0095: Permanently Delete Articles b. Project E0096: Bulk Inventory Tool and User ID Tracking c. Project E0097: Automated Weekly Report d. Project E0098: Item History Sort e. Project E0099: Conversion of EUM Inventory Reports to Excel f. Project E0100: Dynamic Add/Edit Page g. Project E0101: Immediate Update to disposition FOB: Destination PURCHASE REQUEST NUMBER: DNAR11001				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005			Dollars, U.S.		
OPTION	Travel IAW JTR COST Personnel may travel both CONUS and OCONUS (US and foreign locations) with a maximum estimate of local trips, NTE 250 miles, at 10 trips per year, 5 trips per year exceeding 250 miles, and 3 trips per year OCONUS. Total amount for travel is \$2500.00 FOB: Destination PURCHASE REQUEST NUMBER: DNAR11001				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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4001

User Support  
FFP

The Contractor shall give the Security Cooperation community (e.g., DSCA, implementing agencies, combatant commands, security assistance organizations, and host nations) assistance and training to understand the requirements, policies, and procedures of the EUM program and to input and view SCIP EUM data regarding deliveries and inventory information. This task will include the following sub-task:

- Communicating with users to answer questions and provide instructions; Provide help desk support to accommodate EUM questions within 24 business hours; Educating users with one-on-one meetings and at conference; Update and keep current the EUM-SCIP User Guide; Review and process access requests and ensure only authorized users obtain access; Create and electronically send a monthly EUM newsletter; Mail instructional handbooks and other material; Maintain the EUM Support page in EUM-SCIP; Support EUM and Regional Forums for on and off-site support roles; Research EUM questions; Coordinate with the SCIP Help Desk to resolve automation issues and Consider marketing, outreach, and training.  
FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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4002

Weapon Data Research/Database Population  
FFP

This task entails locating the source of serial numbers and other program data for various weapons supplied in the past by DoD to foreign governments. This will require conducting research, in accordance with the priorities of the EUM Contracting Officer's Representative, of the military departments, major commands, program offices, and manufacturers to locate lists of weapons and their serial numbers. Initial items of inventory to be managed may include, but are not limited to "Communication Security (COMSEC) Equipment, STINGER Missiles and Gripstocks, Night Vision Devices (NVDs), JAVELIN missiles, TOW IIB, AMRAAM, AIM-9X, SLAM-ER, Harpoon Block 1G/II and GCU, JASSM, JSOW, SM-3, Tomahawk, Large Aircraft Infrared Countermeasures (LAIRCM), Unmanned Aircraft System (UAS) and other articles deemed enhanced, including certain routine and grant assistance." The contractor shall compile serial numbers, notes, inspection histories, technical details, types of transfer (i.e. grant, MAP, FMS, Presidential determination, etc.) delivery dates, etc.  
FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	<p>Program Analysis FFP</p> <p>The Vendor will perform periodic and customized reports upon request of the Government. These reports will likely be created by ad-hoc retrievals from the EUM-SCIP application or other sources. This may include data comparison and analysis from EUM-SCIP or other Excel reports. This will help gauge the success of the program. Examples of requested reports may include:</p> <ul style="list-style-type: none"> <li>- Size of the inventory in EUM-SCIP; Comparison of data, actual inspections to planned inspections, decomposed articles, country analysis, and whether a host country or SAO conducted the inspection; Tabulate weekly reports that detail all new and changed EUM SCIP items and Program statistics (e.g., number of weapons identified, number of SNs entered, etc.)</li> </ul> <p>FOB: Destination</p>				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	<p>Application Maintenance and Enhancement FFP</p> <p>Vendor shall provide information technology (IT) system enhancements on time, within budget, and with minimal flaws. In addition, the vendor must be flexible for any unknown possible contractual modifications. There are eight specific, defined software development and enhancement tasks to be performed in the base year of this contract. They are:</p> <ul style="list-style-type: none"> <li>a. Project E0095: Permanently Delete Articles</li> <li>b. Project E0096: Bulk Inventory Tool and User ID Tracking</li> </ul> <p>FOB: Destination</p>				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005			Dollars, U.S.		

Travel IAW JTR

COST

Personnel may travel both CONUS and OCONUS (US and foreign locations) with a maximum estimate of local trips, NTE 250 miles, at 10 trips per year, 5 trips per year exceeding 250 miles, and 3 trips per year OCONUS. Total amount for travel is \$2500.00

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
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
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
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
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

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2010 TO 30-SEP-2011	N/A	DEFENSE SECURITY COOPERATION AGENCY-IT TOM SIPPEL DEFENSE SECURITY ASSISTANCE DEVELOPMENT CENTER (DSADC) 5450 CARLISLE PIKE, BLDG 107 N MECHANICSBURG PA 170502411 (717) 605-9295 FOB: Destination	HQ0013
0002	POP 01-OCT-2010 TO 30-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0003	POP 01-OCT-2010 TO 30-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0004	POP 01-OCT-2010 TO 30-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0005	POP 01-OCT-2010 TO 30-SEP-2011	N/A	DEFENSE SECURITY COOPERATION AGENCY-IT MR TOM SIPPEL CEMIS/SCIP (CMO) MECHANICSBURG PA (717) 605-9295 FOB: Destination	HQ0013
1001	POP 01-OCT-2011 TO 30-SEP-2012	N/A	DEFENSE SECURITY COOPERATION AGENCY-IT TOM SIPPEL DEFENSE SECURITY ASSISTANCE DEVELOPMENT CENTER (DSADC) 5450 CARLISLE PIKE, BLDG 107 N MECHANICSBURG PA 170502411 (717) 605-9295 FOB: Destination	HQ0013
1002	POP 01-OCT-2011 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
1003	POP 01-OCT-2011 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013

1004	POP 01-OCT-2011 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
1005	POP 01-OCT-2011 TO 30-SEP-2012	N/A	DEFENSE SECURITY COOPERATION AGENCY-IT MR TOM SIPPEL CEMIS/SCIP (CMO) MECHANICSBURG PA (717) 605-9295 FOB: Destination	HQ0013
2001	POP 01-OCT-2012 TO 30-SEP-2013	N/A	DEFENSE SECURITY COOPERATION AGENCY-IT TOM SIPPEL DEFENSE SECURITY ASSISTANCE DEVELOPMENT CENTER (DSADC) 5450 CARLISLE PIKE, BLDG 107 N MECHANICSBURG PA 170502411 (717) 605-9295 FOB: Destination	HQ0013
2002	POP 01-OCT-2012 TO 30-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2003	POP 01-OCT-2012 TO 30-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2004	POP 01-OCT-2012 TO 30-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2005	POP 01-OCT-2012 TO 30-SEP-2013	N/A	DEFENSE SECURITY COOPERATION AGENCY-IT MR TOM SIPPEL CEMIS/SCIP (CMO) MECHANICSBURG PA (717) 605-9295 FOB: Destination	HQ0013
3001	POP 01-OCT-2013 TO 30-SEP-2014	N/A	DEFENSE SECURITY COOPERATION AGENCY-IT TOM SIPPEL DEFENSE SECURITY ASSISTANCE DEVELOPMENT CENTER (DSADC) 5450 CARLISLE PIKE, BLDG 107 N MECHANICSBURG PA 170502411 (717) 605-9295 FOB: Destination	HQ0013
3002	POP 01-OCT-2013 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3003	POP 01-OCT-2013 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013

3004	POP 01-OCT-2013 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3005	POP 01-OCT-2013 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4001	POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4002	POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4003	POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4004	POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
4005	POP 01-OCT-2014 TO 30-SEP-2015	N/A	DEFENSE SECURITY COOPERATION AGENCY-IT MR TOM SIPPEL CEMIS/SCIP (CMO) MECHANICSBURG PA (717) 605-9295 FOB: Destination	HQ0013

PWS

**PERFORMANCE WORK STATEMENT FOR  
SUPPORT TO THE END-USE MONITORING PROGRAM**

This Performance Work Statement defines work to be performed in support of the Defense Security Cooperation Agency's (DSCA) Golden Sentry End-Use Monitoring (EUM) program. It includes both programmatic and information technology activities.

**1.0 Introduction**

**1.1.1 About DSCA**

DSCA is responsible for planning, coordinating, administering, and supervising Department of Defense (DoD) programs for transfer of defense articles, services, and technology, by sale or grant, to foreign governments and international organizations. These programs include Foreign Military Sales (FMS) where defense articles and services are sold to foreign countries or international organizations, Foreign Military Financing (FMF) under which grants or loans are provided to foreign countries for financing of FMS or direct commercial contracts with U.S. industry, International Military Education and Training (IMET) under which financial assistance is provided to foreign students attending U.S. military schools, and Humanitarian Assistance and Mine Action (HA/MA) under which support is provided to foreign governments. In value, these programs total billions of dollars annually, and DSCA is responsible for directing and supervising them from inception through completion by accounting and reporting. In addition, DSCA develops computer applications, unique to the Security Cooperation mission, to support the business processes of both DSCA Headquarters and other elements of DoD that execute the mission.

Detailed responsibilities of the Agency are set forth in DoD Directive 5105.65. DSCA headquarters is located in Arlington, VA.

The Programs Directorate is responsible for the oversight of the End Use Monitoring program and as such will provide overall guidance.

### **1.1.2 About the End-Use Monitoring Program**

In 1996, Congress enacted section 40A of the Arms Export Control Act (AECA) [22U.S.C. 2785]. Section 40A requires The President to establish an EUM program of defense articles sold, leased, or exported under the AECA or the Foreign Assistance Act (FAA) to: 1) improve accountability and provide “reasonable assurance” that recipients comply with U.S. export control requirements regarding the use, transfer, and security of defense articles and services and; 2) ensure that the program provides end-use verification of defense articles and services for sensitive technology. DSCA developed the Golden Sentry EUM program in 2001 to comply with Section 40A. The program’s focus is on government-to-government transfers and ensures that defense articles and services are only sent to authorized recipients and that recipients clearly understand their responsibilities regarding end use, retransfer restrictions and security of the equipment provided. U.S. personnel assigned to Security Cooperation Organizations (SCO) at embassies worldwide are required to observe and report any potential misuse or illegal transfer of U.S.-origin defense articles. For determined defense articles, Golden Sentry has established a EUM regime of physical security and inventory checks which requires entering each serial number in a database for inventory monitoring and historical data.

### **Security Cooperation Information Portal**

The Security Cooperation Information Portal (SCIP) is a web-based system housing a family of applications. The two major current areas of functionality involve FMS case execution and EUM tracking of determined defense articles and defense services. The EUM application was deployed in a subset of SCIP functionality known as “EUM-SCIP” in December 2004. Basic information on the SCIP can be found in Attachment 1, Security Cooperation Information Portal.

### **2.0 Scope**

The EUM-SCIP program will have four major thrusts:

- User support which includes defining the program’s processes, educating the participants, and creating the appropriate documentation
- Weapons data research and database population includes obtaining records of prior deliveries of weapons, by serial number, and populating the database.
- Program analysis, data retrieval, and report generation
- Application maintenance and enhancement includes creating and enhancing current automation to maintain a database of delivered weapons, to schedule inspections, to allow the inspectors to record their findings, and to allow DSCA to monitor overall program progress

The EUM program continues to improve its processes and establish new guidance and policy. Education of participants is accomplished via Regional Forums and a monthly EUM newsletter. An initial version of supporting education via automation is being fielded. Population of the database continues to be ongoing and challenging. In regards to the data, DSCA is working with military departments and trying to establish the baseline of all identified enhanced EUM articles.

Vendors are strongly encouraged upon reviewing this Statement of Work to offer/suggest other alternative ways of doing business and the Government will review for acceptance.

### **3.0 Performance Objectives Summary**

The following is a list of the contractual requirements that will be verified as contractually compliant by government personnel. Each requirement includes a government determined performance standard and the method used to perform the verification of expected quality. Any functional area not listed was omitted because it did not have a requirement identified as critical. Surveillance of any functional area that does not have critical requirements will be accomplished through surveillance of the contractor quality program.

**100% Inspection/Review: One Hundred Percent Inspection indicates the item will be completely inspected for conformance to stated standards every time it occurs or is submitted.**

Feedback: Feedback may be obtained either from solicited surveys from the COR, or from unsolicited comments forwarded by any government employee who comes into contact with contractors working on this project.

Complaints: Complaints and adverse feedback will be fully investigated by the COR (or alternates). For those complaints determined to be valid and warranting further review or action, a written summary of the complaint circumstances and desired corrective action will be forwarded to the contractor for action. If resolution cannot be achieved between the COR and contractor, the discrepancy will be elevated to the CO for action.

Non-Performance Objective Items: The Government reserves the right to periodically evaluate all other items in the PWS and all manner of contractor performance while performing work on the Golden Sentry EUM Support contract.

Performance Objectives (Deliverable)	Acceptable Quality Level	Monitoring Method
User Support (Deliverable 1)	Communication with users will be answered in a clear and comprehensive manner within 24 business hours.	100% inspection
	Assure monthly EUM newsletter is on time and grammatically correct, in a clear and logical fashion.	100% inspection
	Be sure user guides are grammatically correct, functionally organized, and presented in a clear and logical fashion	100% inspection
	EUM Helpdesk answers are provided to 100% of SCOs and COCOM with clear instructions and contact information	Feedback from SCOs and COCOMs
Weapons Data Research & Database Population (Deliverable 2)	Using the reconciliation report as a tool, identify and work potential problem areas.	100% inspection
	Upload newly defined defense articles within 3 (working) days.	100% inspection

Performance Objectives (Deliverable)	Acceptable Quality Level	Monitoring Method
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Program Analysis (Deliverable 3)	Analysis is presented on or before date specifically prescribed and coordinated by COR	100% inspection
	Periodic and customized reports are submitted on time based upon Government request	100% inspection
	Data reports are correct, functionally organized, and present relevant and useful information	100% inspection

Application Maintenance & Enhancement (Deliverable 4)	Design documentation is grammatically correct, functionally organized, and presented in a clear and logical fashion	100% inspection
	Projects are completed on time based on the established measurable milestones	100% inspection
	Limited functionality issues with required analysis, design, coding, unit and system testing are addressed	100% inspection
	Projects include development methodology, workload measurement process, audits of workload data, and realignment of positions are considered.	100% inspection

Performance Objectives (Deliverable)	Acceptable Quality Level	Monitoring Method
Miscellaneous (Deliverable 5)	Recommendations for position changes, additions, or relocations include all required position characteristics as prescribed in the PWS	100% inspection
	Recommendations are presented in written format and are grammatically correct, functionally organized, and present the recommendations in a clear, logical fashion	100% inspection
	Recommendations are presented with ample justification and supporting data	100% inspection
	Alternative staffing strategies are presented with analysis of recognized advantages and disadvantages	100% inspection
	Unconstrained staffing recommendations are presented on or before date prescribed in action plan (unless specifically coordinated otherwise by COR)	100% inspection
	Contractor provides COR copies of 100% of all materials and written products	100% inspection
	Contractor staff/project manager is responsive to email and/or telephonic communications from the COR and CO (or alternates) – replies are received within 2 work days for 95% of contacts	100% inspection
	Contractor staff are professional in appearance and conduct during 100% of meetings, discussions, and site visits	Feedback from COR
	Contractor staff are organized and prepared for meetings and site visits 100 % of the time in order to capitalize on limited direct contact time and opportunities	Feedback from COR
	Contractor takes steps to control costs 100% of the time	Random inspection and feedback

### 3.1 Specific Tasks

#### 3.1.1 CLIN 1 User Support

The contractor shall give the security cooperation community (e.g., DSCA, implementing agencies, combatant commands, security cooperation organizations, and host nations) assistance and training to understand the requirements, policies, and procedures of the EUM program and to input and view EUM-SCIP data regarding deliveries and inventory information. As a result, the vendor must have a deep understanding of the EUM program.

This task will include the following sub-tasks:

- Communicate with users to answer questions and provide instructions
- Provide help desk support to accommodate EUM questions within 24 business hours
- Educate users with one-on-one meetings and at conferences
- Update and keep current the EUM-SCIP User Guide
- Review and process access requests and ensure only authorized users obtain access
- Create and electronically send a monthly EUM newsletter
- Mail instructional handbooks and other material
- Maintain the EUM Support page in EUM-SCIP
- Support EUM and Regional Forums for on and off-site support roles

- Research EUM questions
- Coordinate with the SCIP Help Desk to resolve automation issues
- Consider marketing, outreach, and training

The contractor will support the development of end user documentation of input forms, tables, reports, error messages, and other graphic user interfaces as implemented for reference by test staff, user population, etc. The purpose of this documentation is to describe the contractor's programs and provide guidance to end users through the various steps of invoking and using the programs. This is currently described in the EUM-SCIP Customer Assistance Handbook and other related documents.

The contractor will provide documentation of revisions/updates to code, algorithms, application program interfaces, validation logic, error handling, and special behaviors associated with data structures. The purpose of this documentation is to support life cycle maintenance by Government staff and furnish troubleshooting assistance to Government programmers who may subsequently maintain the program code.

Documentation developed by the contractor must fit into the attached Defense Security Assistance Development Center (DSADC) End User Document Template referenced in Addendum A of the Performance Work Statement (PWS).

The DSCA EUM Contracting Officer's Representative will monitor vendor performance under this task.

### **3.1.2 CLIN 2 Weapons Data Research and Database Population:**

This task entails locating the source of serial numbers and other program data for various weapons supplied in the past by DoD to foreign governments. This will require conducting research, in accordance with the priorities of the EUM Contracting Officer's Representative, of military departments, major commands, program offices, and manufacturers to locate lists of weapons and their serial numbers. Initial items of inventory to be managed may include, but are not limited to "Communication Security (COMSEC) Equipment, STINGER Missiles and Gripstocks, Night Vision Devices (NVDs), JAVELIN missiles, TOW IIB, AMRAAM, AIM-9X, SLAM-ER, Harpoon Block 1G/II and GCU, JASSM, JSOW, SM-3, Tomahawk, Large Aircraft Infrared Countermeasures (LAIRCM), Unmanned Aircraft System (UAS) and other articles deemed enhanced, including certain routine and grant assistance." The contractor shall compile serial numbers, notes, inspection histories, technical details, types of transfer (i.e. grant, MAP, FMS, Presidential determination, etc.), delivery dates, etc.

In the base year of this contract, focus will be on locating missing data and discrepancies noted on the newly designed automated reconciliation reports. It is not expected that past serial number data will be readily available for most entries in this system. In fact, many items listed may have been expended or otherwise already withdrawn from customer nation inventories.

Once data has been located for various weapons, it must be properly loaded into the EUM-SCIP database. There are two methods to achieve this, "entering data a single record at a time or batch data loads."

The preferred method is to employ batch data loads to load large quantities of data into the EUM-SCIP. Single record entry is most appropriate for corrections or for low volume weapons. Once data is loaded, it must be reviewed in the EUM-SCIP to verify it was loaded correctly and notify the SCO so he/she can identify its disposition.

The DSCA EUM Contracting Officer's Representative will monitor vendor performance under this task.

### **3.1.3 CLIN 3 Program Analysis**

The vendor will perform periodic and customized reports upon request of the Government. These reports will likely be created by ad-hoc retrievals from the EUM-SCIP application or other sources. This may include data comparison and analysis from EUM-SCIP or other Excel reports. This will help gauge the success of the program. Examples of requested reports may include:

- Size of the inventory in EUM-SCIP
- Comparison of data, actual inspections to planned inspections, decomposed articles, country analysis, and whether a host country or SAO conducted the inspection
- Tabulate weekly reports that detail all new and changed EUM-SCIP items
- Program statistics (e.g., number of weapons identified, number of SNs entered, etc.)

Data on all weapons sold, transferred, or otherwise delivered to a country are to be included in the EUM program. The data will remain in the database regardless of status of the weapon (i.e., expended, transferred, or otherwise disposed of).

The DSCA EUM Contracting Officer’s Representative will monitor vendor performance under this task.

### 3.1.4 CLIN 4 Application Maintenance and Enhancement

Vendor shall provide information technology (IT) system enhancements on time, within budget, and with minimal flaws. In addition, the vendor must be flexible for any unknown possible contractual modifications. There are eight specific, defined software development and enhancement tasks to be performed in the base year of this contract.

- a. Project E0095: Permanently Delete Articles  
Currently when an administrator deletes an item, the system will not allow users to re-enter the same serial number. Require the ability to permanently remove articles when an administrator deletes the item.
- b. Project E0096: Bulk Inventory Tool and User ID Tracking
  - 1) Performing inventories using the web interface can be time consuming, depending on the number of different locations, comments, dates and quantity of defense articles. Requires development of a tool for SCO’s to bulk inventory their items via Excel. This tool must have an option for the administrators or a system in place to validate the content.
  - 2) Currently when users perform their inventories, the item is tracked by user-enter data. The inventories must be tracked by user-ID and displayed in the item history report.
- c. Project E0097: Automated Weekly Report  
Currently the weekly report is created manually summarizing the items in EUM-SCIP and detailing the number of items that were added or changed during the previous calendar week. Require an automated summary report that can capture the same data and ensure that the report can be grouped and sorted in a multitude of ways similar to table (1). The administrators should be able to obtain instant and up-to-date web reports.

Table (1)

Country	Defense Article	Item Name	MASL Description	MASL Number	Active Items	Inactive Items	Total Item Count	Country Total	Notes
XYZ	Missile - XYZ	XYZ Missile	XYZ Missile (Type)	1111111	25	5	30	30	5 Items made inactive

- d. Project E0098: Item History Sort  
Currently the item history is not sorted in any meaningful fashion. This portlet should be sorted by descending inventory data based on the latest inventory and/or data entry date.
- e. Project E0099: Conversion of EUM Inventory Reports to Excel  
Currently the EUM Inventory Report (detailed report screen) can only be viewed. Require the ability to convert this report to excel. In the Excel version, all columns will need to be standardized and sortable.
- f. Project E0100: Dynamic Add/Edit Page  
Depending on the acquisition resource type, the mandatory fields in the Add/Edit Page changes. Currently the mandatory fields are determined by fields in bold and red text form, which can be confusing to some users. Require a way to make this page a dynamic form, by re-organizing the form depending on the acquisition type, putting all the non-mandatory fields at the bottom.
- g. Project E0101: Immediate Update to disposition  
Whenever a user deletes, disposes, expends, transfers or indicates an inventory loss, the system will not allow the administrator to delete or expend the item until after 180 days. EUM-SCIP should permit changes to the disposition status immediately upon entry.

The vendor is expected to perform the requirements analysis, design, coding, unit test, and system test of the functionality of these eight projects before submitting them to the Government for acceptance. Each project must include an update to the EUM-SCIP design documentation and functional specification. Vendor testing must confirm, not only that the applications run, but that they compute correct results. All development will be done using the SCIP Development System at DSADC, sometimes known as the “sandbox”. The sandbox can be accessed on-site at DSADC, or remotely via the web and a Citrix connection. Testing will be performed on the SCIP Quality Assurance (QA) server at DSADC.

The SCIP Program Office at DSADC and DSCA EUM Contracting Officer's Representative will monitor vendor performance under this task.

### **3.1.5 CLIN 5 Travel**

Personnel may travel both CONUS and OCONUS (US and foreign locations) with a maximum estimate of local trips, NTE 250 miles, at 10 trips per year, 5 trips per year exceeding 250 miles, and 3 trips per year OCONUS.

### **3.2 Acceptance Testing**

Acceptance Testing of delivered products by DSCA will be performed in a two-step process:

- 1) Members of the EUM program office, or other assigned DSADC staff, will test the system for correctness, usability, conformance with requirements, and performance.
- 2) Members of the EUM program office will test the system for the same criteria and the DSCA EUM Contracting Officer Representative will give final release authorization.

The DSCA SCIP Program Office and DSCA EUM Contracting Officer Representative will monitor this task.

### **3.3 Work Location**

Personnel will be located on-site at the DSCA satellite office in Mechanicsburg, Pennsylvania (DSADC). In this case, all facility and automation support will be provided as Government Furnished Equipment.

### **4.0 Contract Deliverables**

Monthly progress reports due the 5<sup>th</sup> of each month.

1. Estimates of cost and schedule to perform EUM application maintenance and enhancement tasks in CLIN 3, as requested by the DSCA EUM Contracting Officer's Representative.
2. A monthly activity log of user interactions.
3. A monthly activity log of contacts made to obtain weapons and serial number data.
4. Monthly and cumulative progress in the volume of countries, weapons, and serial numbers identified and loaded into EUM-SCIP.
5. Status of application modification and enhancement tasks underway.
6. A monthly and cumulative list of application tasks initiated, completed, and accepted.

### **4.1 Duration of Contract**

Services are desired for a base year and four option years. The focus of CLIN 2, Weapons Data Research and CLIN 4, Application Maintenance and Enhancement, will vary by contract year based on progress made in locating weapons data, application selections, and program priority changes. Each option year will begin with an assumption of zero funding.

### **5.0 Data Requirement**

All reports shall be submitted in Microsoft Word, Excel, Power Point, or Adobe PDF format in electronic copy.

#### **5.1 Personnel and Security**

The vendor shall provide a programmer, data analyst, and a project manager. The contract must provide resumes of all proposed personnel in response to this PWS. The resumes must identify all proposed personnel and their proposed role in the execution of this PWS. Once identified as such, key personnel may not be removed from this project without written acknowledgement from the DSCA Contracting Officer/Contracting Specialist.

All work associated with the EUM program is unclassified, but sensitive. Only U.S. citizens will be allowed on the project. Personnel must achieve a minimum of an ADP-3 level of trust. This requires a National Agency Check (NAC). Program Analyst on CLIN 3 must have an ADP-2 level of trust. This requires a NAC-I with interviews.

Any personnel located at DSCA Headquarters must have a minimum of an interim SECRET security clearance. This requires a Single Scope Background Investigation (SSBI).

The Government considers the requirement for A Secret Clearance, a definitive responsibility matter, i.e., Offerors must submit proof of these credentials before order award. This proof shall be made available to the Government after the deadline for receipt of quotes/proposals within five (5) working days of the Government's request. Failure to submit the proof within five (5) working days will be deemed a material nonconformity and result in your non-

selection/offer rejection. Competitors are advised to have clearance documentation available if the Government need to request it.

Personnel security requirements are governed by DoD 5200.2-R, "DoD Personnel Security Program". Since **DSAMS is a DoD sensitive application**, the personnel security requirements are for trustworthiness determinations rather than security clearances.

Personnel performing work on DoD sensitive projects are either critical-sensitive (ADP-I), noncritical-sensitive (ADP-II), or nonsensitive (ADP III) for DoD personnel security purposes (section DL1.1.23). In accordance with DoD 5200.2-R, (section C3.6.15), corresponding ADP-I, ADP-II, and ADP-III information systems positions require Background Investigation (BI), National Agency Check with Inquiries (NACI), and National Agency Check (NAC), respectively. All personnel performing work on DoD sensitive projects require personnel vetting and must be categorized with respect to security sensitivity, as either nonsensitive, noncritical-sensitive, or critical-sensitive.

**For this project, duties and corresponding position levels are as follows:**

1. Contractor must comply with provisions of DoD Directives 8500.1 and 8500.2, which discuss/direct Information Assurance (IA) controls and the implementation of those controls.

2. Contractor must comply with DoD Directive 8570.01, the Workforce Improvement Program, which may require the contractor to obtain formal training and certification, if the provisions of the contract require contractor personnel to be responsible for approval of/disapproval of user accounts, perform user account management functions, or develop coding that uses security controls inherent within the application.

3. Contractor must comply with the provisions of 5200.2-R. All work with the EUM program is unclassified but sensitive. Only U.S. Citizens will be allowed on the project.

4. Personnel must achieve a minimum of ADP-3 level of trust. This requires a National Agency Check. Programmers on CLIN 3 must have an ADP-2 level of trust. This requires a NAC with interviews (NAC-I). Any personnel located at DSCA-HQ must have a minimum of an interim SECRET security clearance. This requires a Single Scope Background Investigation (SSBI).

5. Contractor will be required to execute the attached SCIP External Developer Memorandum of Agreement with the SCIP Program manager within 10 days of contract award.

## **5.2 Contracting Officer's Representative**

The Contracting Officer's Representative will provide any required oversight.

The Contracting Officer's Representative is:

John Oswald  
DSCA-PGM  
703-601-3720  
john.Oswald@dscamail

The EUM Program Supervisor is:

Mark Dean  
DSCA-WPM, Program Deputy  
703-604-6603  
Mark.dean@dscamail

The SCIP Program Manager is:

Tom Sippel  
DSADC  
717-615-9295  
tom.sippel@dsadc.dscamail

## **5.3 GFI/GFE**

For contractor personnel working at DSADC, the Government will provide a suitable workstation, with computer, access to the local DSADC network, access to network printer, access to the Internet, and telephone. For personnel working at DSCA HQ the same type GFI/GFE will be provided.

#### **5.4 Period of Performance**

One year with four optional years.

1 October 2010 – 30 September 2011 (Base Year)

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

1 October 2012 – 30 September 2013 (Option Year 2)

1 October 2013 – 30 September 2014 (Option Year 3)

1 October 2014 – 30 September 2015 (Option Year 4)

#### **5.5 Contract Type**

This contract is a performance based Firm Fixed Price contract.

#### **6.0 Appendices**

See attachment 4.

#### CLAUSES INCORPORATED BY REFERENCE

52.217-5	Evaluation Of Options	JUL 1990
52.222-50	Combating Trafficking in Persons	FEB 2009

#### CLAUSES INCORPORATED BY FULL TEXT

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

#### SPECIAL NOTES TO OFFERORS

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 will be sent any and all applicable amendments to this solicitation electronically. Proposals are due **16 August 2010 @ 4:00 P.M. EDT**. Offerors may hand-carry or mail all proposals to the following address:

Defense Security Cooperation Agency  
Attn: Toni Davis  
201 12<sup>th</sup> Street, South, Ste 203  
Arlington, VA 22202  
(703) 604-1002 (Commercial)  
[Toni.davis@dscamil](mailto:Toni.davis@dscamil)

NOTE: A copy of the solicitation will be posted at the DSCA website for industry reps in its entirety. Once a copy of the solicitation has been received by industry representatives, it is mandatory that industry representatives email

Toni Davis to insure that the solicitation was received in its entirety. The DSCA is not responsible for erroneous email addresses.

2. Questions - The initial cut-off date for all questions is **6 AUG 2010 at 9:00 A.M. EST**. Request that all offerors email all questions to [toni.davis@dsc.mil](mailto:toni.davis@dsc.mil)

3. Responses to all questions will be posted to the DSCA website for industry in the form of an amendment to this solicitation ( [http://www.dsc.mil/programs/biz-ops/business\\_operations.htm](http://www.dsc.mil/programs/biz-ops/business_operations.htm)).

4. After evaluating all Proposals in accordance with FAR Part 15.305 (a) and paragraph (c)(1) of this section, the contracting officer may determine that the number of most highly rated Proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Provided the solicitation notifies offerors that the competitive range can be limited for purposes of efficiency (see FAR Part 52.215-151(f)(4)), the contracting officer may limit the number of Proposal in the competitive range to the greatest number that will permit an efficient competition among the most highly rated Proposals (10 U.S.C. 2305(b)(4) and 41 U.S.C. 253b(d)).

#### 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. 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) Quote Format - All offerors must submit written quote materials as described below and in the quantities of each volume as stated. In addition, the Offeror should provide all proposals on a CD. Any pricing information will be separate 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 –Past Performance Information (Submit 1 with original document and 3 copies) - The offeror must submit Past Performance Documentation in accordance with instructions provided below in the proposal composition requirements and instructions

Volume II - Technical Capability (Submit 1 with original document and 3 copies): Equipment Specifications will consist of a 50 pages or less document that outlines the product offered for this requirement The equipment specifications will be evaluated against the criteria listed under Evaluation Factors in the addendum to FAR 52.212-2, Evaluation, Commercial Items.

Volume III –Pricing (Submit 1 with original document and 3 copies): Pricing Volume will be submitted separately with all executed RFQ Documents. Prices will be evaluated for reasonableness. Instructions for preparation of the Pricing quote are provided at Paragraph 2 (Quote Composition Requirements and instructions) below.

(2) Proposal Composition Requirements and Instructions

Volume I – Past Performance. Past performance information, shall 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); Note: The Past Performance questionnaire is included with the solicitation.

Volume II – Technical: The Government will evaluate the Offeror's Proposal to determine the degree to which the information provided by the offeror in its Proposal demonstrates the offeror's ability to deliver in accordance with the contract requirement.

Volume III - Pricing. The Contracting/Pricing Volume shall consist of the Offeror (the solicitation document as completed and signed to include, as a minimum, the pricing sheet /schedule B, filled in for the base year (one year) and all option years (four-one year options) and all certifications required.

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

3. Offerors shall comply with all requirements of the quote submission instructions. Deviations shall be fully explained; however, inclusion of price/cost in documents other than the Price Proposed 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

(End of provision)

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

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

1. Past Performance

2. Technical Capability
3. Price

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

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

(End of provision)

#### ORDER OF IMPORTANCE

Past Performance is slightly more important than technical capability. Technical capability is more important than price. When combined, all non-priced factors are significantly more important than price. All sub-factors for Past Performance and technical Capability will be of equal importance.

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. Past Performance**

Past performance information will be obtained from references provided by those who completed the past performance questionnaire and from other sources known to the Government or learned in the course of the evaluation. Describe a minimum of three (3) projects your firm has or is working on that address the kinds and types of requirements specifically delineated in the PWS. Direct experience with the specific systems of the client identified in the PWS should be cited as well as experience with similar systems of other agencies. The Government may contact references other than those identified by the offeror. The Government may contact the references provided in the offer, former customers, other sources known to the Government or learned of in the course of the evaluation to enquire about past performance to include, but not limited to, 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 for commitment to customer satisfaction. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the contract under consideration.

- (1) Quality of Service. Will be evaluated for the offeror's record of conforming to specifications and providing quality services.
- (2) Timeliness of Performance. Will be evaluated for the offeror's ability to meet contractual performance schedules.
- (3) Business Practices/Customer Satisfaction. Will be evaluated for the conduciveness of offeror's business practices to ensure a cooperative and frictionless relationship with its customers.

## All sub-factors for Past Performance will be of equal importance

**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.

Subfactor A: Understanding of the Work / Experience in the Security Assistance field with regard to End Use Monitoring: demonstrated knowledge and understanding of the required services as outlined in the PWS.

- 1) Providing explanatory guidance to Security Cooperation Organizations (SCOs), Combatant Commands, military departments, other U.S.G. elements, and industry members responsible for interacting and providing input for the outlined tasks.
- (2) Researching historical policy and reports based on questions from a variety of sources within DoD and the State Department and assembling the resulting research into a comprehensive technically complete response.
- 3) Demonstrating knowledge of and ability to differentiate among the linkage of legislation, regulation, and policy in accomplishing technical requirements.
- 4) Preparing briefing charts and other electronic presentations or ability to take and shape draft briefing charts into a clean final product as envisioned by the Action Officer or Director/Deputy Director concerned.
- 5) Application of the software tools described in Subfactor B below, to the EUM SCIP technical environment.

Subfactor B: Information Technology Capabilities. The offeror must identify the methodology and analytical techniques that shall be used to fulfill the technical requirements. The technical approach should clearly describe the following:

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

- (1) Oracle WebCenter Interaction, including the use of Adaptive Tags
- (2) Oracle 10g database, Oracle 10g client Structured Query Language (SQL) stored procedures, functions and views
- (3) Java, Java Runtime Environment (JRE), JavaServer Pages (JSP)/servlet development, Oracle JDeveloper Software (JDeveloper)
- (4) Tool for Oracle Application Development (TOAD)
- (5) Extensible Markup Language (XML), Javascript, and Asynchronous Javascript and XML (AJAX)
- (6) HyperText Markup Language (HTML)
- (7) Microsoft Office document and .csv parsing and data processing
- (8) Interface to the Defense Security Assistance Management System (DSAMS) database

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

Subfactor C: Key Personnel and Management of Operations: The offeror must describe the key personnel and how they intend to meet the performance objectives identified in

the PWS. The offeror should also identify those areas the contractor sees as critical to the customers for this contract, how they will monitor quality performance in those areas, and how they will maintain or exceed customer expectations, including identification and correction of problems.

**Factor 3, Price:** The price for each CLIN will be evaluated separately. Price will be evaluated for price reasonableness in accordance with FAR 15.305(a)(1) based on the total proposed price for the base period of performance and all option periods together.

To ensure a thorough and fair evaluation, it is imperative that the ratings be consistently applied across proposals.

**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. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options will not obligate the Government to exercise the option(s).

**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.

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.

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

(End of clause)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (AUG 2009)

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

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

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

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

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

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

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer  \$1 million or less

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

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

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

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

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

Over 1,000  Over \$17 million

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

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

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

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

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

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

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

or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

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

Line Item No.  
 -----  
 -----  
 -----

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

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

[List as necessary]

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

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

Canadian End Products:

Line Item No.
_____
-
_____
-
_____
-

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
_____	_____
-	-

_____	_____
-	-
_____	_____
-	-

(List as necessary)

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

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

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

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

(3) ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ( ) Have, ( ) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals

contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

---

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

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

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

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

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

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

(2) ( ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

( ) (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ( ) does ( ) does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

( ) (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ( ) does ( ) does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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

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

(3) Taxpayer Identification Number (TIN).

( ) TIN: -----.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other -----.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAR 2009)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
  - (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
  - (i) Payment.--
    - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
    - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
    - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
    - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
    - (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
      - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
        - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
        - (B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors 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.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2010)

(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].

\_\_X\_ (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.

\_\_\_ (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.

\_\_X\_\_ (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (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)).

\_\_XX\_\_ (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_\_XX\_\_ (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

\_\_XX\_\_ (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

\_\_X\_\_ (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).

\_\_X\_ (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).

\_\_X\_\_ (26) 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.)

\_\_\_ (27) (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.)

\_\_\_ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

\_\_\_ (29)(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.

\_\_\_ (30) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_XX\_ (31)(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.

\_\_\_ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (33) 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).

\_\_\_ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (36) 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))

\_\_\_ (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_XX\_ (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

\_\_\_ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

\_\_\_ (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (42)(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.)

\_\_XX\_\_ (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) Reserved.

(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)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(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 of contract expiration; 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 60 months.

(End of clause)

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

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

<http://farsite.hill.af.mil/vffara.htm>

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/vffara.htm>

(End of clause)

#### 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

#### 252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) ALTERNATE A

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

(2) The small business size standard is (insert size standard).

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

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

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

Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at <https://orca.bpn.gov/>.

After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying

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

FAR/DFARS clause No.	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

**WIDE AREA WORKFLOW – RECEIPT AND ACCEPTANCE (WAWF-RA)  
ELECTRONIC RECEIVING REPORT AND INVOICING INSTRUCTIONS**

IN ACCORDANCE WITH DFARS 232.7002, USE OF ELECTRONIC PAYMENT REQUESTS IS MANDATORY. USE OF WAWF WILL SPEED UP YOUR PAYMENT PROCESSING TIME AND ALLOW YOU TO MONITOR YOUR PAYMENT STATUS ONLINE. THERE ARE NO CHARGES OR FEES TO USE WAWF.

Requests for payments must be submitted electronically via the Internet through the Wide Area WorkFlow – Receipt and Acceptance (WAWF-RA) system at <https://wawf.eb.mil>.

Questions concerning payment should be directed to the Defence Finance Accounting Services (DFAS) Indianapolis at (888) 332-7336. Please have your order number and invoice number ready when contacting DFAS about payment status. You can also access payment information using myInvoice web site at <http://myinvoice.csd.disa.mil>.

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR RECEIVING REPORTS, INVOICES AND ADDITIONAL E-MAILS CORRECTLY THROUGH WAWF.

CONTRACT NUMBER: \_\_\_\_\_  
DELIVERY ORDER NUMBER: \_\_\_\_\_

TYPE OF DOCUMENT: Invoices

CAGE CODE: \_\_\_\_\_

ISSUE BY DODAAC: HQ0013                      NAME: DSCA  
ADMIN DODAAC: HQ0013                      NAME: DSCA

SERVICE ACCEPTOR/SHIP TO:  
LOCAL PROCESSING OFFICE: Leave Blank

PAY OFFICE DODAAC: \_\_\_\_\_

SEND E-MAIL NOTIFICATIONS:  
CONTRACT ADMINISTRATOR: \_\_\_\_\_

For shipping, delivery, invoice and payment questions/issues, please contact:

To: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

## PWS ATTACHMENT 1

### **Attachment 1**

#### **Security Cooperation Information Portal (SCIP)**

SCIP has unique security features suitable for use by U.S. personnel and foreign customers who communicate with it via the commercial internet.

- It is hosted in a Defense Information Systems Agency (DISA) "De-Militarized Zone" (DMZ) on the boundary between the commercial internet and DoD's data network known as the NIPRNET.
- It uses two-factor authentication for foreign customers, employing the RSA SecurID token system to make part of a one-time passcode.
- It uses DoD Common Access Cards (CAC) for authentication by U.S. personnel.
- It has fine-grained permission controls, so users generally can only view a fraction of the data or employ a fraction of the system's functionality.
- It employs Secure Sockets Layer encryption on all user-to-SCIP communications.

SCIP consists of five physical servers, all using a Microsoft Windows 2000 operating system:

- A database server hosting an Oracle 9i DataBase Management System (DBMS).
- A web server hosting the Microsoft IIS web server software and the Plumtree Portal software.
- An applications server hosting custom applications known as "gadgets" in Plumtree terminology. These gadgets are written in Java.
- A security server hosting RSA ClearTrust security software and an iPlanet Directory of user permissions.
- A token server supporting authentication by RSA SecurID token users.

## PWS ATTACHMENT 2

### **Attachment 2**

#### **End-Use Monitoring EUM Application**

#### **About the End-Use Monitoring Application**

The EUM Application has the following major areas of functionality:

- Secure internet access for SCOs and Host Nation (HN) Inspectors
- Inventory and disposition records by defense article, country, and combatant command
- Prepare a "Planned" inventory report, based on the previous inventory date for each defense article and an established frequency of inspection
- A "Delinquent" Inventory report based on past due inspections
- An item inventory "History"
- Ad Hoc reporting capability, including the ability to save queries for reuse
- Input capability to establish and correct inventory records
- Ability to confirm each item of inventory by serial number
- The ability to defer a scheduled inspection when a particular item may be deployed or otherwise unavailable for inspection
- The ability to attach notes (for historical purposes) to aid in subsequent inventory inspections by successors
- The ability to adjust, deplete, or transfer inventory records
- The ability to trace the origin of an item to the USG program that furnished it

- A reconciliation report that collects all enhanced EUM articles from Defense Security Application Management System (DSAMS) and compares to what is in EUM-SCIP
- An application that stores labor hours and cost associated with performing EUM functions
- Provision of reference tools and the latest EUM policy and procedural guidance.

The EUM application currently reads and/or writes to 21 data tables. The application resides in 35 Java gadgets and is organized into six sections with a total of 34 possible major screens. It was initially estimated to be about 580 function points in size, but has likely expanded as additional features have been added to the original design.

The data to be populated in the EUM database includes military articles provided as far back as 1950 via the (then active) Military Assistance Program (MAP).

**About the EUM data collection process**

The critical elements to be obtained for each article in the database are the type of weapon, serial number, associated Military Articles and Services List (MASL) nomenclature, and type of program under which the article was transferred to what country. This data, and particularly serial numbers, are not held centrally in DoD. Rather they are distributed among various system commands, program offices, and manufacturers. Consequently, a major outreach effort is required to obtain the needed data. This must be approached on a weapon-by-weapon, manufacturer-by-manufacturer basis.

**About EUM User Support**

Since both EUM-SCIP and EUM are relatively new, SAOs, Combatant Commands, customer countries, and others involved in the program need to be enrolled and educated. This requires a combined effort by DSADC and the DSCA EUM program. The SCIP program office handles user enrollment and permission establishment. The EUM program must educate users on the nature of the EUM program and their responsibilities. Since participants are distributed around the world, these processes must generally be conducted remotely, relying heavily on e-mail to accommodate the time zone differences. This task may require occasional travel, sometimes overseas.

PWS ATTACHMENT 3

**Attachment 3  
Vendor EUM-SCIP Permissions Matrix**

The contractor will have available access to virtually all EUM functions. The following table indicates the permissions to be assigned to the contractor, acting EUM administrator, and to other participants in the EUM program.

<b>Function</b>	<b>EUM Admin &amp; Contractor</b>	<b>EUM Combatant Command</b>	<b>EUM SAO</b>	<b>EUM Host Nation</b>	<b>EUM IA</b>	<b>Sys Prog (SCIP)</b>
SCIP Case Information Community						Access
EUM-SCIP Community	Access	Access	Access	Access	Access	
Welcome (SCIP) Community						Access
Welcome (EUM) Community	Access	Access	Access	Access	Access	
Add an Item	Access	Access	Access	Access	Access	
Add Item Note	Access	Access	Access		Access	

Function	EUM Admin & Contractor	EUM Combatant Command	EUM SAO	EUM Host Nation	EUM IA	Sys Prog (SCIP)
View an Item Note	Access	Access	Access		Access	
Delete an Item	Access					
Dispose of an Item	Access	Access	Access	Access		
Edit an Item	Access	Access	Access		Access	
Mark Item as Expended	Access	Access	Access	Access		
Perform Inventory	Access	Access	Access	Access		
Mark an Item as Inventory Loss	Access	Access	Access	Access		
Transfer an Item	Access					
Modify Frequency (portlet)	Access	Access				
Canned Reports	Access	Access	Access	Access	Access	
Mod Default Planned Insp. Timeframe	Access					
Mod Default Next Insp Date Timeframe	Access					
Mod Default New Item Insp Timeframe	Access					
Planned Inspection Reports	Access	Access	Access			
Delinquent Inspection Reports	Access	Access	Access			
Ad-Hoc Item	Access	Access	Access	Access	Access	
Ad-Hoc Item History (US Gov records)	Access	Access	Access		Access	
Ad-Hoc Item History (Host Nation records)	Access	Access	Access	Access	Access	

By working in coordination with the DSADC SCIP administrators, the contractor will also ensure that only users with a need-to-know may access specific data that will be compartmentalized by country and combatant commands.

This task will be monitored by the EUM Contracting Officer Representative.

PWS ATTACHMENT 4

**Attachment 4  
Performance Matrix**

	DESCRIPTION	MEASURE	STANDARD
CLIN 1	User Support	As needed/required	100%
CLIN 2	Weapons Data Research & Database Population	1/12 of records/ month	100%
CLIN 3	Program Analysis	As required	100%
CLIN 4	Application Maintenance & Enhancement	Technical Direction Ltr. Issued. Requirement Known	Vendor response within 2 weeks 100%

DD254 ATTACHMENT 5

<b>DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				<b>1. CLEARANCE AND SAFEGUARDING</b> a. FACILITY CLEARANCE REQUIRED Secret b. LEVEL OF SAFEGUARDING REQUIRED None	
<b>2. THIS SPECIFICATION IS FOR:</b> <i>(X and complete as applicable)</i>			<b>3. THIS SPECIFICATION IS:</b> <i>(X and complete as applicable)</i>		
a. PRIME CONTRACT NUMBER N/A		<input checked="" type="checkbox"/>		a. ORIGINAL <i>(Complete date in all cases)</i>	
b. SUBCONTRACT NUMBER				b. REVISED <i>(Supersedes all previous specs)</i>	
c. SOLICITATION OR OTHER NUMBER HQ0013-10-R-0008		DUE DATE (YYYYMMDD)		c. FINAL <i>(Complete Item 5 in all cases)</i>	
DATE (YYYYMMDD)		DATE (YYYYMMDD)		DATE (YYYYMMDD)	
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b>					
<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO. If Yes, complete the following:			
Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.					
<b>5. IS THIS A FINAL DD FORM 254?</b>					
<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO. If Yes, complete the following:			
In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.					
<b>6. CONTRACTOR</b> <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE TBD		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
<b>7. SUBCONTRACTOR</b>					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
<b>8. ACTUAL PERFORMANCE</b>					
a. LOCATION See Item # 13		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b> Provide support in development and work of the Defense Security Cooperation Golden Sentry End Use Monitoring (EUM) Program.					
<b>10. CONTRACTOR WILL REQUIRE ACCESS TO:</b>					
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		YES	NO	<input checked="" type="checkbox"/>	
b. RESTRICTED DATA				<input checked="" type="checkbox"/>	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION				<input checked="" type="checkbox"/>	
d. FORMERLY RESTRICTED DATA				<input checked="" type="checkbox"/>	
e. INTELLIGENCE INFORMATION				<input type="checkbox"/>	
(1) Sensitive Compartmented Information (SCI)				<input checked="" type="checkbox"/>	
(2) Non-SCI				<input checked="" type="checkbox"/>	
f. SPECIAL ACCESS INFORMATION				<input checked="" type="checkbox"/>	
g. NATO INFORMATION				<input checked="" type="checkbox"/>	
h. FOREIGN GOVERNMENT INFORMATION				<input checked="" type="checkbox"/>	
i. LIMITED DISSEMINATION INFORMATION				<input checked="" type="checkbox"/>	
j. FOR OFFICIAL USE ONLY INFORMATION				<input checked="" type="checkbox"/>	
k. OTHER <i>(Specify)</i> See Item # 13				<input checked="" type="checkbox"/>	
<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>					
a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		YES	NO	<input checked="" type="checkbox"/>	
b. RECEIVE CLASSIFIED DOCUMENTS ONLY				<input checked="" type="checkbox"/>	
c. RECEIVE AND GENERATE CLASSIFIED MATERIAL				<input checked="" type="checkbox"/>	
d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE				<input checked="" type="checkbox"/>	
e. PERFORM SERVICES ONLY				<input checked="" type="checkbox"/>	
f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES				<input checked="" type="checkbox"/>	
g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER				<input checked="" type="checkbox"/>	
h. REQUIRE A COMSEC ACCOUNT				<input checked="" type="checkbox"/>	
i. HAVE TEMPEST REQUIREMENTS				<input checked="" type="checkbox"/>	
j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS				<input checked="" type="checkbox"/>	
k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE				<input checked="" type="checkbox"/>	
l. OTHER <i>(Specify)</i>				<input type="checkbox"/>	

**12. PUBLIC RELEASE.** Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release  Direct  Through (*Specify*)

Directorate for Executive Services  
 Freedom of Information & Security Review Office  
 1155 Defense Pentagon, Washington, D.c. 20301-1155

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
 \*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

All applicable provisions of DoD5220.22M apply.

8a. Contractor performance is at 5450 Carlisle Pike, Bldg 107 North, Mechanicsburg, PA 17055

10j. FOUO information under this contract shall be safeguarded as specified in DoD 5400.7-R "Protection for Official Use Only (FOUO) Information."

10k. Contractor personnel must have an approved National Agency Check with Local Agency Check (NACLIC) determination within 6 months of the start of this contract.

11e. The contractor will provide debugging, programming, analytical, data input and information technology support to assist the Defense Security Cooperation Agency in the administration of contracts between international customers and US industry. The contractor is not authorized to release classified information to any activity or person, including sub-contractors, without the government Contracting Officer's written approval. Only with the express permission of the government's Contracting Officer may the contractor reproduce any classified information/material. All requirements for control and accounting for original documentation and copies apply. The Defense Security Cooperation Agency will provide security classification guidance for the performance of this contract.

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract.  Yes  No  
 (*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office.  Yes  No  
 (*If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.*)

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE ( <i>Include Area Code</i> )
Woodrow W. Bell	Contracting Officer	

d. ADDRESS ( <i>Include Zip Code</i> )	<b>17. REQUIRED DISTRIBUTION</b>
201 12th Street, Suite 203	
Arlington, VA, 22202-5408	
e. SIGNATURE	
	<input checked="" type="checkbox"/> a. CONTRACTOR <input checked="" type="checkbox"/> b. SUBCONTRACTOR <input type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input type="checkbox"/> f. OTHERS AS NECESSARY

ATTACHMENT 6 QASP

**Quality Assurance Surveillance Plan (QASP)**

*for*

**Golden Sentry EUM Support**

**Defense Security Cooperation Agency**

15 January 2010

**Legal enforceability of the QASP**

The contractor understands and acknowledges that the QASP as set forth in the solicitation is a material part of this contract and a mandatory requirement. Failure to fully comply with and accomplish the QASP is grounds for a termination for cause or other action as authorized by the contract and/or all applicable procurement/acquisition regulations.

**1. PURPOSE:**

This Quality Assurance Surveillance Plan (QASP) provides a framework for assessing and monitoring contractor actions to accomplish the Performance Work Statement (PWS) for the DSCA Golden Sentry EUM Support contract. It is designed to provide an effective system to measure performance on required deliverables outlined in the PWS.

The contractor is responsible for management and quality control actions to meet the terms of the contract. The role of the government is to promote quality assurance to ensure contract standards are achieved.

In this contract the quality control program is the driver for product quality. The contractor is required to develop a comprehensive program of internal inspections and monitoring actions to ensure performance is consistently superior and all contract products are of the highest standard. The first major step to ensuring a “self-correcting” contract is to ensure that the Quality Control Plan (QCP) approved at the beginning of the contract provides the measures needed to lead the contractor to success.

**2. STANDARD:**

The performance threshold established for each performance objective is the number of defects permitted before corrective action is pursued in accordance with the procedures outlined in this plan. Corrective action may be taken by either the Contracting Officer’s Representative (COR) or the Contracting Officer (CO) in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items.

**3. SURVEILLANCE:**

Any government employee associated with the Golden Sentry EUM Support contract will be allowed to perform surveillance of contractor compliance with designated performance requirements of the contract. For observations of quality or performance discrepancies, a written report detailing the circumstances will be forwarded to the COR. The COR will investigate the circumstances of the incident noted and, based on the severity, will forward an incident report for reply and action as appropriate either directly to the contractor, or through the CO to the contractor. The COR will maintain a record of all reports of quality or performance discrepancies observed during the period of performance.

**Performance Objectives Summary**

The following is a list of the contractual requirements that will be verified as contractually compliant by government personnel. Each requirement includes a government determined performance standard and the method used to perform the verification of expected quality. Any functional area not listed was omitted because it did not have a requirement identified as critical. Surveillance of any functional area that does not have critical requirements will be accomplished through surveillance of the contractor quality program.

**100% Inspection/Review:** One Hundred Percent Inspection indicates the item will be completely inspected for conformance to stated standards every time it occurs or is submitted.

**Feedback:** Feedback may be obtained either from solicited surveys from the COR, or from unsolicited comments forwarded by any government employee who comes into contact with contractors working on this project.

**Complaints:** Complaints and adverse feedback will be fully investigated by the COR (or alternates). For those complaints determined to be valid and warranting further review or action, a written summary of the complaint circumstances and desired corrective action will be forwarded to the contractor for action. If resolution cannot be achieved between the COR and contractor, the discrepancy will be elevated to the CO for action.

**Non-Performance Objective Items:** The Government reserves the right to periodically evaluate all other items in the PWS and all manner of contractor performance while performing work on the Golden Sentry EUM Support contract.

<b>Performance Objectives (Deliverable)</b>	<b>Acceptable Quality Level</b>	<b>Monitoring Method</b>
User Support (Deliverable 1)	Communication with users will be answered in a clear and comprehensive manner within 24 business hours.	100% inspection
	Assure monthly EUM newsletter is on time and grammatically correct, in a clear and logical fashion.	100% inspection
	Be sure user guides are grammatically correct, functionally organized, and presented in a clear and logical fashion	100% inspection
	EUM Helpdesk answers are provided to 100% of SCOs and COCOM with clear instructions and contact information	Feedback from SCOs and COCOMs
Weapons Data Research & Database Population (Deliverable 2)	Using the reconciliation report as a tool, identify and work potential problem areas.	100% inspection
	Upload newly defined defense articles within 3 (working) days.	100% inspection

Performance Objectives (Deliverable)	Acceptable Quality Level	Monitoring Method
Program Analysis (Deliverable 3)	Analysis is presented on or before date specifically prescribed and coordinated by COR	100% inspection
	Periodic and customized reports are submitted on time based upon Government request	100% inspection
	Data reports are correct, functionally organized, and present relevant and useful information	100% inspection
Application Maintenance & Enhancement (Deliverable 4)	Design documentation is grammatically correct, functionally organized, and presented in a clear and logical fashion	100% inspection
	Projects are completed on time based on the established measurable milestones	100% inspection
	Limited functionality issues with required analysis, design, coding, unit and system testing are addressed	100% inspection
	Projects include development methodology, workload measurement process, audits of workload data, and realignment of positions are considered.	100% inspection

Performance Objectives (Deliverable)	Acceptable Quality Level	Monitoring Method
Miscellaneous (Deliverable 5)	Recommendations for position changes, additions, or relocations include all required position characteristics as prescribed in the PWS	100% inspection
	Recommendations are presented in written format and are grammatically correct, functionally organized, and present the recommendations in a clear, logical fashion	100% inspection
	Recommendations are presented with ample justification and supporting data	100% inspection
	Alternative staffing strategies are presented with analysis of recognized advantages and disadvantages	100% inspection
	Unconstrained staffing recommendations are presented on or before date prescribed in action plan (unless specifically coordinated otherwise by COR)	100% inspection
	Contractor provides COR copies of 100% of all materials and written products	100% inspection
	Contractor staff/project manager is responsive to email and/or telephonic communications from the COR and CO (or alternates) – replies are received within 2 work days for 95% of contacts	100% inspection
	Contractor staff are professional in appearance and conduct during 100% of meetings, discussions, and site visits	Feedback from COR
	Contractor staff are organized and prepared for meetings and site visits 100 % of the time in order to capitalize on limited direct contact time and opportunities	Feedback from COR
	Contractor takes steps to control costs 100% of the time	Random inspection and feedback

**4. PROCEDURES:**

A. A record of quality observations will be maintained by the COR. The quality assurance record should contain at a minimum the following items:

- 1) Quality Assurance Surveillance Plan (QASP)
- 2) Contractor’s Quality Control Plan (QCP)
- 3) Records associated with contract quality assurance and any observations of performance and quality complaints (both active and resolved), quality related correspondence, and written records of meetings/conversations pertaining to quality matters

B. Quality Discrepancy Management

- 1) Written observations of quality discrepancy will be forwarded to the COR for investigation. All relevant circumstances should be provided as well as a record of government employees observing, or involved in, the reported discrepancy.
- 2) The COR will conduct an initial investigation of the reported discrepancy. The COR will determine if the discrepancy violates quality standards set forth in this QASP, or standards prescribed in the PWS. Those incidents determined to be clear violations of quality performance standards will be forwarded with recommendations for action to the contractor. All discrepancies investigated, even those not forwarded for action, will be retained in the contract quality file.
- 3) If the COR cannot achieve resolution of the quality discrepancy with the contractor, the incident report will be forwarded to the CO for action. If the CO determines that the breach of quality performance standards is valid, the CO will forward the incident to the contractor for response, corrective action, and steps to prevent recurrence.

PAST PERFORMANCE QUESTIONNAIRE

Contract Specialist  
 Defense Security Cooperation Agency  
 201 12th St. South, Suite 203  
 Arlington, VA 22202-5804  
 Comm: (703) 604-1002, Fax: (703) 601-2451  
 Email: [toni.davis@dscs.mil](mailto:toni.davis@dscs.mil)  
 HQ0013-10-R-0008

I. Evaluation of Offeror:

Company/Division Providing Services:

\_\_\_\_\_

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

Description of Services Provided:

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

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

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

Type of Contract:

Check One:

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

Check One:

Negotiated \_\_\_\_\_ Sealed Bid \_\_\_\_\_ Competitive \_\_\_\_\_ Non-Competitive \_\_\_\_\_

Basis of Payment:

Commodity \_\_\_\_\_ Labor/Equipment Hours \_\_\_\_\_ Other (specify) \_\_\_\_\_

Type & Extent of Subcontracting: \_\_\_\_\_

II. Evaluated by:

Company/Organization/Address:

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

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

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

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

III. Evaluation:

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

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

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

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

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

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

N/A: Not Applicable or not observed.

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

4 3 2 1 0 N/A

Comment:

2. Evaluate the contractor's overall technical competence.

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

8. Evaluate the effectiveness of the contractor's cargo loss and damage prevention program or efforts.

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A

Comment:

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

4 3 2 1 0 N/A