CONTRACT NO DAY ANABORY SETTING DATE GONDRY NUMBER SOCIETATION ANABORY RECORD GONDRY OF COODS GONDRY OF CONTRACT RECORD	SOLICITATION/CONTS	MPLETE BLOCKS 1				1 RECUIS	171	NUMBER				PAGE	1 OF	19
TO ADDITION INFORMATION AND ADDITIONS OF THE STANDARD AND ADDITION OF THE	2 CONTRACT NO						- 1			0.0120000	y-sign	& SOLDI	TATION ISS	RUEDATE
INFORMATION CALL SERVICE OF HEIGHT CODE HEIGHT OF CODE HEIG	HQ0013-09-C-0007	30-Sep-2009	li .	1			1	100013-0	9 RO	009		09-Jul-	2009	
WHERE SECURITY COOPERATION AGENCY GON WHICH STATES OF THE	FOR SOLICITATION INFORMATION CALL						-		e nun	BER (NoC	alect Cals)			
SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE SEE TEM 9 SEE TEM 9 SEE SCHEDULE SEE TEM 9 SEE TOTAL AWARD AMOUNT FOR CONT. Use ONly. SOUND AND SEE SCHEDULE SEE TEM 9 SEE SCHEDULE SEE TEM 9 SEE TE	9 ISSUED BY	CODE HO	10013		\neg		s					12 DIS	COUNT T	ERMS
SEE SCHEDULE SE		RATION AGENCY-CON			-			. 1			The second second	l		
HUBZONE SB SWO JEAR ED VETOWNED SB SWO JEAR ED VETOWNED SD SEATHING SEATH STEED STORY STATE OF A TOTAL AWARD AND AND APPROPRIATION DATA SEE SCHEDULE SEE ITEM 9 SEE ITEM 9	201 12TH STREET, SOUTH			1		E 100	% FC	OR .			-0.0.00	1		
SEE SCHEDULE SEE IT EM 9 SEE	SUITE 203			i	H	0415 CD		8	片	3a THIS C	ONTRACT	IS A RAT	ED ORDE	R
SEE SCHEDULE SEE TEM 9 SEE TO 8.5 NAMES 541990 SEE TEM 9 SEE TO BLOOK AND ADDRONG 18 SEE ADDRONG SEE ADDRONG AND ADDRONG AND ADDRONG AND ADDRONG AND AND ADDRONG AND ADD	ARLINGTON VA 22202			- }	L)	ONE 38			11 1			and the second		
EMERGING SS NAIGE SCHEDULE SEE SCHEDULE SEE ITEM 9					Η	ISABLED V	ET-O	WNED SB	13b	RATING				
SEE SCHEDULE SEE ITEM 9 SEE	TEL.			1	EMER	GING SB			14 1	ETHOD O	SOLICITA			
SEE SCHEDULE SEE ITEM 9 TO CONTRACTOR/OFFEROR CODE 3YWL9 188 PAYMENT WILL BE MADE BY CODE HQD013 DFAS. JAXBG/IN (ID)(ID) JAXBG/IN (ID)(ID) DFAS. JAXBG/IN (ID)(ID) JAXBG/IN (ID)(ID) JEE ALDOBOLM SEE A	FAX		-32		SIZE STD 6.	5 N	AIC S	541990	ľĽ	RFQ	IF.B		XRFP	
The CONTRACTOR/OFFEROR CODE 3YML9 186 PAYMENT WILL BE MADE BY CODE HQ0013 DEAS_JAXEG/IN DIFFORM TSY STEMS, INC BISCOPPOINT SY STEMS BISCOPPOINT SY	15 DELIVER TO	COOE			18 ADMINIST	ERED BY	38 X				C	ODE		
PROOFPOINT SY STEMS, INC MICE GROOKS 393 ON A WE 393 ON A WE 393 ON A WE 393 ON A WE 394 EAST SETH ST INDIANAPOLIS N 48249 THE TRO-BOULD SHEAR SETH ST INDIANAPOLIS N 48249 THE TRO-BOULD SET STEMS TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK SET ADDRESS NO FIRE 25 ACCOUNTING AND APPROPRIATION DATA 26 TOTAL AWARD AMOUNT (FOR OWN USE ONly) SEE SCHEDULE 27 ACCOUNTING AND APPROPRIATION DATA 28 TOTAL AWARD AMOUNT (FOR OWN USE ONly) SEE SCHEDULE 27 ACCOUNTING AND APPROPRIATION DATA 28 TOTAL AWARD AMOUNT (FOR OWN USE ONly) 27 AS SQUICT TATION INCORPORATES BY REFERENCE FAR 52 212-1 52 212-4 FAR 52 212-5 SARE ATTACHED 27 ADDRENDA ARE NOT ATTACHED 28 TOTAL AWARD AMOUNT (FOR OWN USE ONly) 29 AMARD OF CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 CORES 20 ONITRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 CORES 20 INSUING OFFICE CONTRACTOR RESPECTED HERBIN 20 SIGNATURE OF OFFEROR/CONTRACTOR 30 DATE SIGNED 30 DATE SIGNED 30 DATE SIGNED 31 OURITED STATES OF MEATCH. LEONATUREOF CONTRACTING OFFICER DIC ANTE SIGNED 27-SEP-2009 20 NAME AND TITLE OF SIGNER 30 DATE SIGNED 31 DATE SIGNED 31 DATE SIGNED 31 CONTRACTOR OFFICER ON FRILETY) (TOPE OR RAINS) 30 C DATE SIGNED 31 CONTRACTOR OFFICER ON FRILETY) (TOPE OR RAINS)	SEE SCHE	EDULE				SEI	E N	TEM 9						
INDIGOUS CA 94024-5788 COLUMN 113E CLIBE 4	17a CONTRACTOR/OFFEROR	C	DE 3YW	L9	18a PAYMEN	IT WILL BE	MAD	E BY	-		0	ODE H	Q0013	
20 OCLUMN 112E CLBE64 3899 EAST 56TH ST INDIANAPOLIS N 48249 FACILITY CODE 17. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCHADDRESS NOFTER 18. SUBMIT INVOICES TO ALDRESS SHOWN IN BLOCK 18s UNLESS BLOCK SICHADDRESS NOFTER 19. ITEM ND 20. SCHEDLLE OF SUPPLESY SERVICES 21. QUANTITY 22. UNIT 23. UNIT PRICE 24. AMOUNT SEE SCHEDULE 25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT FOR GRAY, USE ORBY 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-5. ARE ATTACHED 27b. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2. CORES 26. AUGUSTACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2. CORES 27. TOTAL SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HERBIN 28. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. FAR 52.212-5. ARE ATTACHED 29. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2. CORES 29. AWARD OF CONTRACTOR REFERENCE OFFER DATED 10. OFFER DATED 10. OFFER DATED 10. OFFER DATED 10. WHITTED STATES OF ARENTO. (SDNATURE OF CONTRACTING OFFICER) 21. CONTRACTOR OR OTHERWISS (DENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS 30. UNITED STATES OF ARENTO. (SDNATURE OF CONTRACTING OFFICER) 21. CONTRACTING OFFICER AS TO ITEMS 10. WHITTED STATES OF ARENTO. (SDNATURE OF CONTRACTING OFFICER) 21. CONTRACTING OFFICER AS TO ITEMS 10. WHITTED STATES OF ARENTO. (SDNATURE OF CONTRACTING OFFICER) 21. CONTRACTING OFFICER (FILE) 229-Sep-2009 10. NAME AND TITLE OF SIGNER 10. OFFICE ARENTO. (SDNATURE OF CONTRACTING OFFICER) 21. CONTRACTING OFFICER 229-Sep-2009 10. NAME AND TITLE OF SIGNER 10. OFFICE ARENTO. (SDNATURE OF CONTRACTING OFFICER) 229-Sep-2009	PROOFPOINT SY STEMS, INC		•		DFAS-JAXE	G/N						L		
ARE NOT ATTACHE TAG. BLTOY CODE THE TROUBLE OF SUPPLES SERVICES TO ALDRESS SHOWN IN BLOCK 186 UNLESS BLOCK SUCH ADDRESS NOTER THE TROUBLE OF SUPPLES SERVICES SEE ACCOUNTING AND APPROPRIATION DATA SOE SCHEDULE SEE ACCOUNTING AND APPROPRIATION DATA SOE SCHEDULE TAG. BLTOY CHECKED SEE ACCOUNTING AND APPROPRIATION DATA SOE SCHEDULE TO ALDRESS SHOWN IN BLOCK 186 UNLESS BLOCK SEE ACCOUNTING AND APPROPRIATION DATA SOE SCHEDULE TO ALDRESS SHOWN IN BLOCK 186 UNLESS BLOCK SEE ACCOUNTING AND APPROPRIATION DATA SOE SCHEDULE TO ALDRESS SHOWN IN BLOCK 186 UNLESS BLOCK SEE ACCOUNTING AND APPROPRIATION DATA SOE SCHEDULE TO ALDRESS SHOWN IN BLOCK 186 UNLESS BLOCK SEE ACCOUNTING AND APPROPRIATION DATA SOE SCHEDULE TO ALDRESS SHOWN IN BLOCK 186 UNLESS BLOCK SEE ACCOUNTING AND APPROPRIATION DATA TO SEUMON IN CONFOCRATES BY REFERENCE FAR 52 212-1 52 212-5 ARE ATTACHED ADDENDA ARE DATE NOT ATTACHED TO SEUMON OF FICE CONTRACTOR AGRESS TO FUNNISH AND DELIVER ALL TEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HERBIN TO SEUMON OF FICE CONTRACTOR AGRESS TO FUNNISH AND DELIVER ALL TEMS SET FORTH HEREIN, IS ACCEPTED AS TO THEM SET FORTH HEREIN, IS ACCEPTED AS TO THEMS TO SERVING OF FICE CONTRACTOR TO THE TERMS AND CONDITIONS SPECIFIED HERBIN TO SELFORT THE TERMS AND CONDITIONS SPECIFIED HERBIN TO SELFORT THE TERMS AND CONDITIONS SPECIFIED HERBIN TO SELFORT THE TERMS AND CONDITIONS SPECIFIED HERBIN TO SELFOR THE TERMS AND CONDITIONS SPECIFIED HERBIN TO SELFOR THE TROUBLE OF THE TERMS OF APERICA. ISOMATURE OF CONTRACTING OFFICER THE TOP THE TERMS OF APERICA. ISOMATURE OF CONTRACTING OFFICER THE TOP THE TERMS OF APERICA. ISOMATURE OF CONTRACTING OFFICER THE TOP THE TERMS OF APERICA. ISOMATURE OF CONTRACTING OFFICER THE TOP THE TERMS OF APERICA. ISOMATURE OF CONTRACTING OFFICER THE TOP THE TERMS OF APERICA. ISOMATURE OF CONTRACTING OFFICER THE TOP THE TERMS OF APERICA. ISOMATURE OF CONTRACTING OFFICER THE TOP THE TOP TO THE TE	MIKE BROOKS				X-12-1									
TEL 760-804-0434 TEL 760-804-	LOS ALTOS CA 94024-5788			13			64							
THE .760-804-0434 CODE 170 CHECK FRENTRANCE IS DIFFERENT AND PUT 181 SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 186 UNLESS BLOCK SUCHADDRESS IN OFFER 19 ITEM NO 20 SCHEDULE OF SUPPLES/SERVICES 21 QUANTITY 22 UNIT 23 UNIT PROCE 24 AMOUNT SEE SCHEDULE 25 ACCOUNTING AND APPROPRIATION DATA 26 TOTAL AWARD AMOUNT (FOR GOVE Use Only) SEE SCHEDULE 270 CONTRACT IPURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 ARE ATTACHED 270 CONTRACT IPURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED 271 CONTRACT IPURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED 272 CONTRACT IPURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-6 IS ATTACHED 273 LOUIS UNITED OF FICE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS 274 SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HERBIN 275 LOUIS STATES OF AVERTOR AND ADDITIONS DRICHARGES WHICH ARE 276 SCHATURE OF OFFEROR/CONTRACTOR 276 SCHATURE OF OFFEROR/CONTRACTOR 277 SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HERBIN 278 SCHATURE OF OFFEROR/CONTRACTOR 279 AND STATES OF AVERTOR ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS 279 SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HERBIN 279 SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HERBIN 279 SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HERBIN 270 DISTURD STATES OF AVERTOR ASSETTING OFFICER AS TO ITEMS 279 SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HERBIN 270 DISTURD STATES OF AVERTOR ASSETTING OFFICER				20			49					•		
17% CHECK F REMITTANCE IS DIFFERENT AND PUT SUCHADDRESS NOFTER 188. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 186 UNLESS BLOCK SEE ADDROUM 19 ITEM NO 20 SCHEDULE OF SUPPLES/ SERVICES 21 CLIANTITY 22 UNIT 23 UNIT PRICE 24 AMOUNT SEE SCHEDULE 25 ACCOUNTING AND APPROPRIATION DATA 26 TOTAL AWARD AMOUNT (FOR GRYL Use Only) SOB Schedule 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1 52 212-4 FAR 52 212-3 52 212-5 ARE ATTACHED ADDREDA ARE ARE NOT ATTACHED 27b. CONTRACTIPURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED ADDREDA ARE ARE NOT ATTACHED 27b. CONTRACTIPURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED ADDREDA ARE NOT ATTACHED 27c. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES 27d. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED ADDREDA ARE NOT ATTACHED 27b. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES 27d. SOLICITATION OF THE CONTRACTOR AGREED ADDREADOUS AND DELIVER ALL TEMES 27d. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1 S2 212-5 ARE ATTACHED ADDREDA ARE NOT ATTACHED 27d. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1 S2 212-5 ARE ATTACHED ADDREDA ARE NOT ATTACHED 27d. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES 27d. SOLICITATION OF THE TEMPS AND CONTRACTOR AGREED ADDRESS WHICH ARE 27d. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND DELIVER ALL TEMPS 27d. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1 S2 212-5 ARE ATTACHED ADDREDA ARE NOT ATTACHED 27d. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES 27d. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1 S2 212-5 ARE ATTACHED ADDREDA ARE NOT ATTACHED 27d. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1 S2 212-5 ARE ATTACHED ADDREDA ARE NOT ATTACHED 27d. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1 S2 212-5 ARE ATTACHED ADDREDA ARE NOT ATTACHED 27d. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1 S2 212-5 ARE ATTACHED ADDREDA		FACI	LITY											
SEE SCHEDULE 25 ACCOUNTING AND APPROPRIATION DATA 26 TOTAL AWARD AMOUNT For Gove Use Only) 26 Schedule 27 SQUICITATION INCORPORATES BY REFERENCE FAR 52 212-1 52 212-4 FAR 52 212-3 52 212-5 ARE ATTACHED 27 SQUICITATION INCORPORATES BY REFERENCE FAR 52 212-1 52 212-4 FAR 52 212-3 52 212-5 ARE ATTACHED 27 CONTRACTIPURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED 28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES 29 AWARD OF CONTRACT. REFERENCE 20 AWARD OF CONTRACT. REFERENCE 21 SQUICITATION OF OHER WISE OPENTIFIED ADDE AND END AND ADDITIONAL SHEETS 30 SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HERBIN 30 SIGNATURE OF OFFERORICONTRACTOR 30 WARD OF CONTRACTING ANY ADDITIONS OF CHANGES WHICH ARE SET OF AMERICA. ISONATURE OF CONTRACTING OFFICER DISC DATE SIGNED 30 WARD OF CONTRACTING OFFICER CONTRACTING OFFICER DISC DATE SIGNED 30 WARD OF CONTRACTING OFFICER CONTRACTING OFFICER DISC DATE SIGNED 30 WARD OF CONTRACTING OFFICER CONTRACTING OFFICER DISC DATE SIGNED 30 WARD OF CONTRACTING OFFICER CONTRACTING OFFICER CONTRACTING OFFICER DISC DATE SIGNED 30 WARD OF CONTRACTING OFFICER CONTRACTING OFF	TEL 760-604-0434													
SEE SCHEDULE 25 ACCOUNTING AND APPROPRIATION DATA 26 TOTAL AWARD AMOUNT (FOR CONT. U.S.O.D.Y.) 27 ACCOUNTING AND APPROPRIATION DATA 28 TOTAL AWARD AMOUNT (FOR CONT. U.S.O.D.Y.) 27 ACCOUNTING AND APPROPRIATION DATA 28 TOTAL AWARD AMOUNT (FOR CONT. U.S.O.D.Y.) 27 ACCOUNTING AND APPROPRIATION DATA 28 TOTAL AWARD AMOUNT (FOR CONT. U.S.O.D.Y.) 27 ACCOUNTING AND APPROPRIATION DATA 28 TOTAL AWARD AMOUNT (FOR CONT. U.S.O.D.Y.) 27 ACCOUNTING THE SERVER BY REFERENCE FAR 52 212-4 FAR 52 212-5 ARE ATTACHED 28 TOTAL AWARD AMOUNT (FOR CONT. U.S.O.D.Y.) 29 ADDENDA ARE ARE NOT ATTACHED 20 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES 20 OFFICE CONTRACTOR AGREES TO FUNISH AND DELIVER ALL ITEMS 20 SETFORTH OR OTHERWISE DENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS 30 SETFORTH HEREIN, IS ACCEPTED AS TO ITEMS 30 SIGNATURE OF OFFEROR/CONTRACTOR 30 WALE AND ITTLE OF SIGNER 30 DATE SIGNED 30 NAME AND ITTLE OF SIGNER 30 DATE SIGNED 31 NAME AND ITTLE OF SIGNER 30 C DATE SIGNED 31 NAME AND ITTLE OF SIGNER 30 C DATE SIGNED 31 C CONTRACTING OFFICER 32 C CONTRACTING OFFICER 33 C CONTRACTING OFFICER 34 AMAD OF CONTRACTING OFFICER 35 C ONTRACTING OFFICER 36 C CONTRACTING OFFICER 37 PS OP PRINT) 4 CONTRACTING OFFICER 4 TYPE ON PRINT) 4 CONTRACTING OFFICER 4 TYPE ON PRINT)			ND PUT				<u>or</u> 8				LOCK 18e	UNLES	S BLOOK	(
25 ACCOUNTING AND APPROPRIATION DATA 26 TOTAL AWARD AMOUNT (For Geve Use Only) 27 SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1 52 212-4 FAR 52 212-3 52 212-5 ARE ATTACHED 27 CONTRACTIPURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED 28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 29 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 20 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 20 CONTRACT IN SECURITY OF CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS 30 I ISSUING OFFICE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS 30 I ISSUING OFFICE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS 30 I SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS 30 INSUING OFFICE ON SOLICITATION 31 INSUING OFFICE OF AMERICA. ISSUNATURE OF CONTRACTING OFFICER DIC DATE SIGNED 310 UNITED STATES OF AMERICA. ISSUNATURE OF CONTRACTING OFFICER DIC DATE SIGNED 310 INSUE OF CONTRACTING OFFICER DIC DATE SIGNED 311 INSUE OF CONTRACTING OFFICER DICE DATE OF ARIATY (TYPE OR PRINT) 30 C DATE SIGNED 310 INSUE OF CONTRACTING OFFICER DELIVER OF ARIATY (TYPE OR PRINT)	19 ITEMNO	20 SCHEDUL	EOF SUPP	LES/SE	AVICES_		21 (-		23 UNIT	PRICE	24 AM	OUNT
25 ACCOUNTING AND APPROPRIATION DATA 26 TOTAL AWARD AMOUNT (For Geve Use Only) 27 SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1 52 212-4 FAR 52 212-3 52 212-5 ARE ATTACHED 27 CONTRACTIPURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED 28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 29 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 20 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 20 CONTRACT IN SECURITY OF CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS 30 I ISSUING OFFICE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS 30 I ISSUING OFFICE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS 30 I SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS 30 INSUING OFFICE ON SOLICITATION 31 INSUING OFFICE OF AMERICA. ISSUNATURE OF CONTRACTING OFFICER DIC DATE SIGNED 310 UNITED STATES OF AMERICA. ISSUNATURE OF CONTRACTING OFFICER DIC DATE SIGNED 310 INSUE OF CONTRACTING OFFICER DIC DATE SIGNED 311 INSUE OF CONTRACTING OFFICER DICE DATE OF ARIATY (TYPE OR PRINT) 30 C DATE SIGNED 310 INSUE OF CONTRACTING OFFICER DELIVER OF ARIATY (TYPE OR PRINT)						1.					1			
25 ACCOUNTING AND APPROPRIATION DATA 26 TOTAL AWARD AMOUNT (For Geve Use Only) 27 SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1 52 212-4 FAR 52 212-3 52 212-5 ARE ATTACHED 27 CONTRACTIPURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED 28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 29 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 20 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 20 CONTRACT IN SECURITY OF CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS 30 I ISSUING OFFICE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS 30 I ISSUING OFFICE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS 30 I SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS 30 INSUING OFFICE ON SOLICITATION 31 INSUING OFFICE OF AMERICA. ISSUNATURE OF CONTRACTING OFFICER DIC DATE SIGNED 310 UNITED STATES OF AMERICA. ISSUNATURE OF CONTRACTING OFFICER DIC DATE SIGNED 310 INSUE OF CONTRACTING OFFICER DIC DATE SIGNED 311 INSUE OF CONTRACTING OFFICER DICE DATE OF ARIATY (TYPE OR PRINT) 30 C DATE SIGNED 310 INSUE OF CONTRACTING OFFICER DELIVER OF ARIATY (TYPE OR PRINT)			CT 00111			1			- 1		{			
See Schedule \$1,443,740.21 EST 276 SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1 52 212-4 FAR 52 212-3 52 212-5 ARE ATTACHED ADDENDA ARE ARE NOT ATTACHED 276 CONTRACTIPURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED ADDENDA ARE ARE NOT ATTACHED 28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COMES 29 AWARD OF CONTRACT REFERENCE 30 OFFER DATED YOUR OFFER ON SOLICITATION SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN 10 SIGNATURE OF OFFEROR/CONTRACTOR 310 UNITED STATES OF AMERICA ISOMATURE OF CONTRACTING OFFICER 31:c DATE SIGNED 10 NAME AND TITLE OF SIGNER (TYPE OR PRINT) 11 NAME OF CONTRACTING OFFICER 12 OFFICE OFFICER OF PRINT)		8	EE SCHI	EDULE		ď.					1		ļ	
See Schedule \$1,443,740.21 EST 276 SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1 52 212-4 FAR 52 212-3 52 212-5 ARE ATTACHED ADDENDA ARE ARE NOT ATTACHED 276 CONTRACTIPURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED ADDENDA ARE ARE NOT ATTACHED 28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COMES 29 AWARD OF CONTRACT REFERENCE 30 OFFER DATED YOUR OFFER ON SOLICITATION SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN 10 SIGNATURE OF OFFEROR/CONTRACTOR 310 UNITED STATES OF AMERICA ISOMATURE OF CONTRACTING OFFICER 31:c DATE SIGNED 10 NAME AND TITLE OF SIGNER (TYPE OR PRINT) 11 NAME OF CONTRACTING OFFICER 12 OFFICE OFFICER OF PRINT)	25 ACCOUNTING AND ARRE	OPPLATION DATA							+	M TOTAL	AWARD AL	MINT &	or Cowe I	(se Ophy)
276. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1 52 212-4 FAR 52 212-3 52 212-5 ARE ATTACHED ADDENDA ARE ARE NOT ATTACHED 276. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED ADDENDA ARE ARE NOT ATTACHED 287. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED ADDENDA ARE ARE NOT ATTACHED 288. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 ARE ATTACHED ADDENDA ARE ARE NOT ATTACHED 298. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 ARE ATTACHED ADDENDA ARE NOT ATTACHED 299. AWARD OF CONTRACT REFERENCE 290. OFFER DATED 290. OFFER DATED 200. CONTRACT REFERENCE 200. OFFER DATED 200. OFFER DATED	20 ACCOUNTING AND AFTE	OFRIAMON DATA									ANTAL CO	(COIV) (F	U	as Only)
276 CONTRACTIPURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 2124 FAR 52 2125 IS ATTACHED 28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES 29 AWARD OF CONTRACT REFERENCE 29 AWARD OF CONTRACT REFERENCE 29 AWARD OF CONTRACT REFERENCE 30 AFFER DATED 30 AND ADDITIONS OF CHANGES WHICH ARI 31 BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARI 31 SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS 31 UNITED STATES OF AMERICA. ISOMATURE OF CONTRACTING OFFICER 31 UNITED STATES OF AMERICA. ISOMATURE OF CONTRACTING OFFICER 31 ON NAME AND TITLE OF SIGNER 30 AND DATE SIGNED 31 NAME OF CONTRACTING OFFICER 31 CONTRACTING OFFICER 32 AWARD OF CONTRACT REFERENCE 33 AWARD OF CONTRACT REFERENCE 34 AWARD OF CONTRACT REFERENCE 35 AWARD OF CONTRACT REFERENCE 36 AWARD OF CONTRACT REFERENCE 37 AWARD OF CONTRACT REFERENCE 38 AWARD OF CONTRACT REFERENCE 39 AWARD OF CONTRACT REFERENCE 30 AWARD OF CONTRACT REFERENCE 30 AWARD OF CONTRACT REFERENCE 31 AWARD OF CONTRACT REFERENCE 32 AWARD OF CONTRACT REFERENCE 32 AWARD OF CONTRACT REFERENCE 31 AWARD OF CONTRACT REFERENCE 32 AWARD OF CONTRACT REFERENCE 33 AWARD OF CONTRACT REFERENCE 34 AWARD OF CONTRACT REFERENCE 35 AWARD OF CONTRACT REFERENCE 36 AWARD OF CONTRACT REFERENCE 37 AWARD OF CONTRACT REFERENCE 37 AWARD OF CONTRACT REFERENCE 38 AWARD OF CONTRACT REFERENCE 39 AWARD OF CONTRACT REFERENCE 40 AWARD OF CONTRACT	See Schedule								-			\$1,44	3,740.21	est
276 CONTRACTIPURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 2124 FAR 52 2125 IS ATTACHED 28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES 29 AWARD OF CONTRACT REFERENCE 29 AWARD OF CONTRACT REFERENCE 29 AWARD OF CONTRACT REFERENCE 30 AFFER DATED 30 AND ADDITIONS OF CHANGES WHICH ARI 31 BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARI 31 SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS 31 UNITED STATES OF AMERICA. ISOMATURE OF CONTRACTING OFFICER 31 UNITED STATES OF AMERICA. ISOMATURE OF CONTRACTING OFFICER 31 ON NAME AND TITLE OF SIGNER 30 AND DATE SIGNED 31 NAME OF CONTRACTING OFFICER 31 CONTRACTING OFFICER 32 AWARD OF CONTRACT REFERENCE 33 AWARD OF CONTRACT REFERENCE 34 AWARD OF CONTRACT REFERENCE 35 AWARD OF CONTRACT REFERENCE 36 AWARD OF CONTRACT REFERENCE 37 AWARD OF CONTRACT REFERENCE 38 AWARD OF CONTRACT REFERENCE 39 AWARD OF CONTRACT REFERENCE 30 AWARD OF CONTRACT REFERENCE 30 AWARD OF CONTRACT REFERENCE 31 AWARD OF CONTRACT REFERENCE 32 AWARD OF CONTRACT REFERENCE 32 AWARD OF CONTRACT REFERENCE 31 AWARD OF CONTRACT REFERENCE 32 AWARD OF CONTRACT REFERENCE 33 AWARD OF CONTRACT REFERENCE 34 AWARD OF CONTRACT REFERENCE 35 AWARD OF CONTRACT REFERENCE 36 AWARD OF CONTRACT REFERENCE 37 AWARD OF CONTRACT REFERENCE 37 AWARD OF CONTRACT REFERENCE 38 AWARD OF CONTRACT REFERENCE 39 AWARD OF CONTRACT REFERENCE 40 AWARD OF CONTRACT	727a SOLIGITATION INCO	RPORATES BY REFER	BNCE FAR	52 212-1	52 212-4 FAR	52 2123	52.21	2-5 ARE A	TTACE	ŒD AI	DDENDA T	AREL	ARE NO	T ATTACHE
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 OB SIGNATURE OF OFFEROR/CONTRACTOR 110 UNITED STATES OF AMERICA. (SONATURE OF CONTRACTING OFFICER) 31c DATE SIGNED ODD NAME AND TITLE OF SIGNER 30c DATE SIGNED 111 NAME OF CONTRACTING OFFICER (TYPE OF PRINT) (D)(6) 112 CONTRACTING OFFICER (TYPE OF PRINT)										275c 200	<u> </u>	╡╞	VETECK-STOP	
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 OB SIGNATURE OF OFFEROR/CONTRACTOR 110 UNITED STATES OF AMERICA. (SONATURE OF CONTRACTING OFFICER) 31c DATE SIGNED ODD NAME AND TITLE OF SIGNER 30c DATE SIGNED 111 NAME OF CONTRACTING OFFICER (TYPE OF PRINT) (D)(6) 112 CONTRACTING OFFICER (TYPE OF PRINT)	28 CONTRACTOR IS REQUIR	ED TO SIGN THES DOC	UMENT AN	D RETUR	N 2 C	DPIES I 2	9 AV	WARD OF	CONT	RACT RE	ERENCE	-		
(D)(6) 29-Sep-2009 10b NAMEAND TITLE OF SIGNER 30c DATE SIGNED 31b NAME OF CONTRACTING OFFICER (TYPE ON PRINT) (D)(6) / Contracting Officer	TO ISSUING OFFICE CO	NTRACTOR AGREES TO	FURNISH E AND ON A	AND DEL	IVER ALL ITE	MS T] (F	FFER DAT	ED ED	DING ANY	YOUR ADDITION	S DR CH	ANGES V	
(D)(6) 29-Sep-2009 10b NAMEAND TITLE OF SIGNER 30c DATE SIGNED 31b NAME OF CONTRACTING OFFICER (TYPE ON PRINT) (D)(6) / Contracting Officer	TO SIGNATIVE OF OFFI	OR/CONTRACTOR			310 UNIT	EO STATES	OF A	MERICA	SIONA	TUREOF CO	NTRACTNO	OFFICER	Die D	CENEDIS ST
(TYPE OR FRINT) / Contracting Officer	and days of the same of the sa													
(TYPE OR FRINT) / Contracting Officer	30b NAMEAND TITLE OF S	GNER	30c DATE	SIGNED	31b 100	E Dr CONTR	ACTI	NG OFFICE	R	ITYPE	OR PRINT)		-le	
	(TYPE OR PRINT)				100 200	200 00010				COT				
TEL (D)(O)					-	(6)	, "		, 411	10000000	5/6/			1
		1			TEL (D)	(0)				EMAIL (0)(0)			

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE STANDARD FORM 1449 (REV 3/2005) Prescribed by GSA FAR (48 CFR) 53.212

SOLICITA	SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					MS				P	AGE2 OF19
19 FEM NO.			20 SCHEDULE OF S	UPPLES/SERV	CES		21 QUANITT	Y 22 UNT	23 UNITP	RŒ	24 AMOUNT
19 ITEM NO.			20 SCHEDLLEOFS		PDES		21 QUANITT	Y 22 UNIT	23 UNITE	ROE	24 AMOUNT
									1		1
32s QUANTITY IN	COLUM	1 21 HA	S BEEN	973	- 24.			1		- 5	<u> </u>
RECEIVED		The second second	ACCEPTED, AND CONF	ODAR TO THE C	CMTRAC	T CYPEDY	AE NOTED				
32b SIGNATURE	OF AUTH	ORIZE		32¢ DATE	CHINAC			TITLE OF AUTH	ORIZED GOVE	RNMEN	ī -
REPRESEN	TATIVE					REP	RESENTATIVE				
32e MAILING AD	DRESS O	AUTH	ORIZED GOVERNMENTR	EPRESENTATIVE		321 TELEF	PHONE NUMBER	OF AUTHORIZ	ED GOVERNM	ENT RE	PRESENTATIVE
					,	32g E-MAI	L OF AUTHORI	ZED GOVERNME	NTREPRESE	NIATIVE	
33 SHIP NUMBER	FINAL	4 VOU	CHER NUMBER	35 AMOUNT VE CORRECT		36	PAYMENT	E PARTIAL	FINAL	37 CHI	ECK NUMBER
38 S/R ACCOUN		39	SAR VOUCHER NUMBER	40 PAID BY			•				
			CORRECT AND PROPER		429 RE	CEIVED BY	(Print)				
MID SIGNATURE	AND TITU	OF C	ERTIFYING OFFICER	41c DATE	475 05	CENED 12	Manageri .				
						CEIVED AT	Massimo Tiethi				
					42c DA	TE RECTO (YY/MM/DO	42d TOTAL COI	TAINERS		

\$182,373.38

Section SF 1449 - CONTINUATION SHEET

ACRN AB

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE** AMOUNT 0001 Months \$130,266.69 \$911,866.83 SCO Review (FMS) FFP Contractor shall provide all labor and material necessary to perform task 3.1 thru 3.6, 3.8 thru 3.9 and 3.11 thru 3.12 in accordance with paragraph 3.0 of the Performance Work Statement (PWS) entitted, "DSCA Global Security Cooperation Organization (SCO) Review". FOB Destination **PURCHASE REQUEST NUMBER: DNAR90134 NET AMT** \$911,866.83 ACRN AA \$911,866.83 ITEM NO SUPPLIES/SERVICES OUANTITY UNIT UNIT PRICE AMOUNT 0002 Months \$26,053.34 \$182,373.38 7 SCO Review (DoD) Contractor shall provide all labor and material necessary to perform task 3.7 and 3.10 in accordance with paragraph 3.0 of the Performance Work Statement (PWS) entilted, "DSCA Global Security Cooperation Organization (SCO) Review". **FOB: Destination NET AMT** \$182,373.38

Page 4 of 19

\$171,000.00

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0003 Lot \$171,000.00

Other Direct Cost (ODC)/Travel

COST

\$171,000.00 (Estimated Travel). All travel must be approved in advance by DSCA with coordination in advance for scheduling and necessary country clearances. All travel will be reimbursed in accordance with the guidelines set forth in FAR 31.205.46.

FOB: Destination

PURCHASE REQUEST NUMBER: DNAR90134

ESTIMATED COST \$171,000.00 (EST.)

ACRN AA

 ITEM NO
 SUPPLIES/SERVICES
 QUANTITY
 UNIT
 UNIT PRICE
 AMOUNT

 0004
 1
 Lot
 \$178,500.00
 \$178,500.00

Other Direct Cost

FFP

COTS Analysis & Measurement System - \$175,000.00; Administrative Costs

(Overseas Telecom & Webex Expenses) - \$3,500.00

FOB: Destination

NET AMT \$178,500.00

ACRN AA \$178,500.00

Page 5 of 19

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE AMOUNT 1001 6 Months \$130,266.69 \$781,600.14 OPTION SCO Review (FMS) FFP Option Year 1 (Six Months) - Contractor shall provide all labor and material necessary to perform task 3.1 thru 3.6, 3.8 thru 3.9 and 3.11 thru 3.12 in accordance with paragraph 3.0 of the Performance Work Statement (PWS) entilted, "DSCA Global Security Cooperation Organization (SCO) Review". FOB: Destination **NET AMT** \$781,600.14 ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE AMOUNT** QUANTITY Months \$26,053.34 \$156,320.04 1002 6 OPTION SCO Review (DoD) FFP Option Period 1 (Six Months) - Contractor shall provide all labor and material necessary to perform task 3.7 and 3.10 in accordance with paragraph 3.0 of the Performance Work Statement (PWS) entitled, "DSCA Global Security Cooperation Organization (SCO) Review". FOB: Destination \$156,320.04 **NET AMT** UNIT **UNIT PRICE** AMOUNT SUPPLIES/SERVICES QUANTITY ITEM NO \$174,933.00 1003 Lot OPTION Other Direct Cost (ODC)/Travel COST Option Period 1 (Six Months) FOB: Destination ESTIMATED COST \$174,933.00 (EST.) ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE 1004 1 Lot \$153,000.00 OPTION Other Direct Cost

AMOUNT \$153,000.00

FFP

COTS Analysis & Measurement System - \$150,000.00; Administrative Costs

(Overseas Telecom & WebEx Expenses) - \$3,000.00

FOB: Destination

NET AMT

\$153,000.00

PERFORMANCE WORK STATEMENT

Performance Work Statement (PWS) DSCA Global Security Cooperation Organization (SCO) Review

1.0 Relevant Background

'4

The Defense Security Cooperation Agency (DSCA) is the principal DoD Agency responsible for directing, administering, executing, and supervising the security assistance (SA) program. DSCA is a separate agency of the DoD under the direction, authority, and control of the Deputy Undersecretary of Defense for Policy Integration and Chief of Staff, DUSD (PI&CoS). The objectives and policies of the SA program are set forth in the Foreign Assistance Act of 1961, as amended, the Arms Export Control Act, as amended, related statutory authorities, Executive Orders, Directives, and Manuals. The SA program enables friendly and allied nations to acquire US defense articles, military training, and other defense-related services in furtherance of national policies and objectives.

SA is a subset of Security Cooperation (SC). SC encompasses all DoD interactions with foreign defense establishments to build defense relationships that promote specific US security interests, develop allied and friendly military capabilities for self-defense and multinational operations, and provide US forces with peacetime and contingency access to a host nation. The generic term for DoD elements located in a foreign country with assigned responsibilities for carrying out SC/SA management functions is Security Cooperation Organization (SCO). Personnel assigned to SCOs belong to the respective Combatant Commands (COCOM) and are staffed in accordance with the COCOM Joint Tables of Distribution (JTD) and Joint Manning Documents (JMD). DSCA and the COCOMs, working in concert with the Joint Chiefs of Staff J1 and Military Services, are responsible for proper staffing of the SCOs. One SCO, The Technical Section, American Institute in Taiwan (AIT), is managed outside of the COCOM construct.

SCOs, and the assigned billets engaged primarily in security assistance tasks, are funded by Title-22 security assistance funds. Additionally, many SCOs also receive Department of Defense appropriated funds to resource billets and operations covering a broad variety of DoD SC programs including, but are not limited to: DoD/COCOM representation duties; military-to-military liaison; GWOT; multilateral/bilateral exercise planning, coordination, and support; humanitarian assistance; coalition support activities; counter terrorism/force protection; and counter-drug activities. Staffing of SCOs can consist of U.S. military, U.S. DoD civilians, local national civilians (typically in high-skill, programmatic positions, such as budget or training management), and local national contractors (personal services agreement (PSA)). There are no standard staffing models for SCOs because they are organized and tailored to meet the unique SC objectives for the country in which they are assigned. Currently, there are 138 SCO organizations located worldwide with 1,207 personnel assigned (738 in Title-22 funded positions, 469 in DoD appropriation funded positions).

While SCO staffing levels and assigned missions are continually reviewed at both DSCA and the COCOMs, the establishment of the African Command (AFRICOM) in 2008, the dramatic growth in foreign military sales (up more than threefold from FY05 to FY08), and the expansion in size, scope, and number of security cooperation and partnership building activities and programs have in combination highlighted staffing challenges faced by SCOs, and collectively urge for a comprehensive review of existing staffing assigned worldwide in support of security cooperation missions.

2.0 Objective

The objective of this review is to determine the optimal staffing requirements for each SCO assigned to the six COCOMs (and AIT), based upon the key functions or mission essential tasks each SCO is required to perform and the measured level of activity required to satisfactorily accomplish each of those tasks. The review will propose reallocation of existing staffing to meet current requirements for all SCOs, identify the number of additional positions required for SCOs determined to be currently understaffed, and where possible, propose alternative staffing strategies to more effectively and efficiently manage existing core tasks or available staffing (such as regionalization or theater surge capabilities). The review will be conducted in recognition of the various funding sources that provide for the assigned billets in SCOs. Any recommendations for reassignment or addition of billets needs to include not only the appropriate funding source for the position, but also the unique characteristics required in any new or transferred positions (military with rank & service, civilian, local national, required training or proficiencies, etc).

3.0 Scope of Work

. Very P

3.1 Develop action plan that identifies anticipated completion and delivery dates of required deliverables. The action should also identify desired dates for COCOM staff discussions and SCO orientation visits. Refinements of the action plan after submitted will be coordinated with the contracting officer and contracting officer's representative.

- 3.2 The contractor will submit a bi-weekly status report that summarizes activity for the preceding two week period. The form of the report is at the discretion of the contractor and can be submitted electronically.
- 3.3 Develop one consolidated baseline Mission Essential Task List (METL) depicting principal tasks performed by the SCO. This task list needs to differentiate between SA and DoD SC functions. METL input needs to be solicited from all COCOMs, and SCOs may be asked to provide input to the METL, or to review the proposed METL once completed. Coordination with COCOM staffs will be essential in standardizing METL terminology for the global SCO community. COCOMs will be given the opportunity to review and provide comment to the final SCO METL. The DSCA COR must approve the final METL list before work progresses to SCO workload analysis.
- 3.4 Solicit all SCOs electronically for workload data that measures the level of effort required to accomplish each task on the SCO METL. This analysis must include an avenue for SCO identification of any METL items not accomplished because of staffing shortfalls (ability to report tasks insufficiently completed rather than simply reporting time spent on various tasks). Furthermore, data solicitation must be conducted in a format and manner that allows factual presentation of requirements uninfluenced by overstatement or inflation, or allowances for unsubstantiated projected workload requirements. Identification and enumeration of COCOM and SCO comments with regard to staffing and workload challenges is desired; however, the foundation of this review needs to be based upon substantiated metrics and supporting analysis, rather than subjective analytics that will not weather pointed scrutiny. During the data collection phase, SCOs, and potentially COCOMs, should identify tasks that could be managed regionally to allow consideration of alternative staffing strategies such as, but not limited to, potential regionalization of selected tasks. Consideration of alternative staffing approaches is a desired outcome of this review.
- 3.5 Audit workload data to identify and assess data discrepancies. As necessary, the contractor will engage SCOs to validate reported workload and add fidelity to workload measurements. COCOM participation in this step is essential. COCOMs may highlight METL items that appear understaffed or overstaffed, or SCO offices that warrant a higher level of analysis of workload data based on rapidly evolving missions. As discussed in section 10.0, actual travel to SCO locations is to be extremely limited, but may be essential in extreme cases to validate disputed workload data.
- 3.6 Using METL and audited workload data, develop an <u>unconstrained</u> optimal staffing structure for Title-22 security assistance funded billets for each SCO. The unconstrained staffing solution should first identify existing positions recommended for realignment to other SCOs before recommending net position additions. For both realigned and new positions, the solution should identify the desired source of billets, such as military with rank and service,

Coast Guard with rank, civilian with grade, locally hired Foreign Service National (FSN) civilian, or personal services agreement (PSA) contract. Furthermore, the staffing model should identify all essential skills required for each position. Skills could include language training, pilot training, force protection training, resource management experience, etc. Recommend SCO organizational structure changes that if implemented could yield staffing efficiencies. Identify and recommend management options for tasks or workload that does not command a full workyear wherever observed.

- 3.7 Using METL and audited workload data, recommend unconstrained optimal staffing structure for DoD appropriation funded billets for each SCO. The unconstrained staffing solution should first identify existing positions recommended for realignment to other SCOs before recommending net position additions. For both realigned and new positions, the solution should identify the desired source of billets, such as military with rank and service, Coast Guard with rank, civilian with grade, locally hired Foreign Service National (FSN) civilian, or personal services agreement (PSA) contract. Furthermore, the staffing model should identify all essential skills required for each position. Skills could include language training, pilot training, force protection training, resource management experience, etc. Recommend SCO organizational structure changes that if implemented could yield staffing efficiencies. Identify and recommend management options for tasks or workload that does not command a full work-year wherever observed.
- 3.8 Tasks 3.6 and 3.7 are to be integrated into a consolidated <u>unconstrained</u> staffing template that includes both Title-22 security assistance funded billets and DoD appropriation funded billets for all SCOs. Tasks 3.6 and 3.7 are delineated along funding lines in the performance work statement to ensure that project costs associated with the respective funding sources are clearly identified.
- 3.9 Using METL and audited workload data, recommend optimal <u>constrained</u> (zerogrowth) staffing levels for Title-22 security assistance funded billets. Constrained solution needs to clearly identify existing positions recommended for realignment to other SCOs. Recommend SCO organizational structure changes that if implemented could yield staffing efficiencies. Identify and recommend management options for tasks or workload that does not command a full work-year wherever observed.
- 3.10 Using METL and audited workload data, recommend optimal constrained (zero-growth) staffing levels for DoD appropriation funded billets. Constrained solution needs to clearly identify existing positions recommended for realignment to other SCOs. Recommend SCO organizational structure changes that if implemented could yield staffing efficiencies. Identify and recommend management options for tasks or workload that does not command a full work-year wherever observed.
- 3.11 Tasks 3.9 and 3.10 are to be integrated into a consolidated <u>constrained</u> staffing template that includes both Title-22 security assistance funded billets and DoD appropriation funded billets for all SCOs. Tasks 3.9 and 3.10 are delineated along funding lines in the

performance work statement to ensure that project costs associated with the respective funding sources are clearly identified.

3.12 Produce a project summary document and executive level presentation that summarizes the METL development methodology, workload measurement process and auditing, comparison of actual and proposed staffing structures, suggested realignment of resources (constrained), ideal staffing solution (unconstrained) for worldwide SCO structure, and consideration of alternative staffing solutions. The project summary should be a stand-alone document, preferably in Word format, that includes all necessary back-up documentation. The executive level presentation should be a PowerPoint based product. Contractor support and participation in selected briefings will be required (local Washington D.C. area). In the summary products, the presentation and discussion of growth trends (global, regional, or country level) in both security assistance and security cooperation programs is strongly desired in order to illustrate staffing challenges where present.

4.0 Problem Areas & Conflicts

V. 1. 1.

The Government and Contractor shall bring any potential problems or issues affecting contractor performance to the attention of the Contracting Officer immediately. The Contracting Officer enters all performance issues and problems into the Past Performance Information Management System (PPIMS).

5.0 Description and Use of Government Furnished Information (GFI) and Government Furnished Equipment (GFE)

GFI will be made available to the Contractor by all DoD elements party to this effort. Standing operating procedures will be available to the contractor at the place of performance, where applicable.

6.0 Contract Management

The Contracting Officers Representative (COR) will provide oversight for the task outlined in the PWS.

7.0 Deliverables

Item.	Deliverable	When:	Reference
1	Action plan identifying anticipated completion and delivery of all required deliverables & desired travel	30 Days from award	Scope Item 3.1

a	schedule		
2	Status report	Bi-weekly	Scope Item 3.2
3	Consolidated SCO METL portrayed by SCO by COCOM	Upon Completion (per action plan)	Scope Item 3.3
4	SCO Workload Analysis Survey instruments and results	Upon Completion (per action plan)	Scope Item 3.4
5	Report of workload survey audit and analysis	Upon Completion (per action plan)	Scope Item 3.5
6	Report of <u>unconstrained</u> staffing recommendation for Title-22/Security Assistance funded billets	Upon Completion (per action plan)	Scope Item 3.6
7	Report of <u>unconstrained</u> staffing recommendation for DoD appropriation funded billets	Upon Completion (per action plan)	Scope Item 3.7
8	Integrated <u>unconstrained</u> staffing template that consolidates Title-22/SA and DoD appropriation funded positions	Upon Completion (per action plan)	Scope Item 3.8
9	Report of <u>constrained</u> staffing recommendation for Title- 22/Security Assistance funded billets	Upon Completion (per action plan)	Scope Item 3.9
10	Report of constrained staffing recommendation for DoD appropriation funded billets	Upon Completion (per action plan)	Scope Item 3.10
11	Integrated constrained staffing template that consolidates Title-22/SA and DoD appropriation funded positions	Upon Completion (per action plan)	Scope Item 3.11
12	Written project summary and executive briefing on review methodology, analysis, findings, and recommendations	Upon Completion (per action	Scope Item 3.12

	plan)	
• •		

8.0 Performance Measurement

A detailed Quality Assurance Surveillance Plan will assure the highest quality of performance and deliverables. This plan also prescribes procedures to correct and prevent any occurrence of quality discrepancy. Summarized below are Performance Objectives, corresponding quality standards, and method of monitoring. Performance Objectives are synchronized with the schedule of deliverables.

nedule of deliverables.		
Performance Objectives (Deliverable)	Acceptable Qualify Level	Monitoring Method
	Plan contains all proposed dates for presentation of deliverables #3 - #12	100% inspection
Prepare and Deliver Action Plan	Plan contains proposed dates for orientation visits to COCOMs and 6-10 SCOs	100% inspection
(Deliverable 1)	Plan is grammatically correct, functionally organized, and presents the proposed schedule in a clear and logical fashion	100% inspection
Submit Bi-weekly	Status reports are submitted every 2 weeks and synopsize significant events, reports of travel executed, key upcoming events, and potential problem areas	100% inspection
Status Reports (Deliverable 2)	Status reports are grammatically correct, functionally organized, and present relevant updates in logical manner	100% inspection
	No more than 10% of reports can be in excess of 3 (working) days late	100% inspection
Prepare and Submit SCO METL (Deliverable 3)	100% of COCOMs are provided the opportunity to provide comments and direction to METL development during on-site meetings (at COCOM Headquarters if not approved otherwise by the COCOM and COR)	Feedback from COCOMs
	Proposed SCO METL is presented to all 100% of COCOMs after contractor development to solicit COCOM comments and proposed adjustments METL presentation form is logically organized to	Feedback from COCOMs 100%
	clearly portray SCO METL tasks	inspection

		2.50
•	METL clearly delineates all tasks along lines of funding source (security assistance and DoD appropriation)	100% inspection
	METL includes 100% of SCOs	100% inspection
	METL is presented on or before date prescribed in action plan (unless specifically coordinated otherwise by COR)	100% inspection
	Workload analysis survey tool is provided to 100% of SCOs with clear usage instructions and contact information for questions or system maintenance	Feedback from SCOs and COCOMs
Workload Analysis Survey and Results (Deliverable 4)	SCOs are provided no less than 2 weeks to prepare and submit survey data	Feedback from SCOs and COCOMs
	Workload survey tool support is responsive (reply to SCO questions within 1 workday/24 hours of submission)	Feedback from SCOs and COCOMs
	Workload summary data presented to DSCA and the COCOMs is complete, organized by COCOM, logically structured, and shows clear evidence of data analysis by the contractor	100% inspection
Report of Workload	Requests for on-site audit of workload data are submitted to the DSCA COR no less than 1 week prior to desired audit date	Feedback from SCOs
Survey and Analysis (Deliverable 5)	Reports are submitted detailing the reasons and investigation results of any on-site audits conducted - audit report is submitted with or before submission of Workload Survey and Analysis	100% inspection
	Workload survey is presented on or before date prescribed in action plan (unless specifically coordinated otherwise by COR)	100% inspection
	Recommendations are submitted in recognition of position funding requirements as outlined in the PWS	100% inspection
Report of Unconstrained Staffing Recommendations	Recommendations for position changes, additions, or relocations include all required position characteristics as prescribed in the PWS	100% inspection
(Deliverable 6, 7, & 8)	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
	Constrained staffing recommendation report includes no net position growth	100% inspection
	Recommendations are submitted in recognition of position funding requirements as outlined in the PWS	100% inspection
Report of Constrained	Recommendations for position changes or relocations include all required position characteristics as prescribed in the PWS	100% inspection
Staffing Recommendations (Deliverable 9, 10, & 11)	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
	Constrained staffing recommendations are presented on or before date prescribed in action plan (unless specifically coordinated otherwise by COR)	100% inspection
Submit Project	Project summary report includes METL development methodology, workload measurement process, audits of workload data, comparison of actual and proposed staffing, suggested realignment of positions, optimal staffing solution, and considerations of alternative staffing approaches	100% · inspection
Summary and Executive Level Briefing (Deliverable	Project summary and briefing are grammatically correct, functionally organized, and presents information in a logical manner	100% inspection
12)	Executive level briefing is presented by/attended by project manager - technical support provided contractor during formal briefings to DSCA	100% inspection
	Project summary and executive level briefing are stand-alone items and are provided in full to COR	100% inspection

	Project summary and executive level briefing 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 materials, written products, and briefings at conclusion of review	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
Summary Items, Contractor Conduct, Cost Control	Contractor staff are professional in appearance and conduct during 100% of meetings, discussions, and site visits	Feedback from COCOMs & SCOs
	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 COCOMs & SCOs
	Contractor takes steps to control costs 100% of the time	Random inspection and feedback

9.0 Period of Performance

The period of performance begins the day of contract award and ends 7 months after date of contract award.

10.0 Travel

- 10.1 All travel must be approved in advance by DSCA, with COCOM coordination in advance for scheduling and necessary country clearances.
- 10.2 If the selected contractor is not located in the Washington D.C. area, then the contractor will be expected to travel to DSCA headquarters in Arlington, Virginia, at no less than three points during the review: beginning, in-progress, and conclusion.
- 10.3 COCOM participation in all aspects of the review will be essential to success. The contractor will be expected to travel to each COCOM headquarters to brief the staffing review process; review items required from each SCO to include the timing and sequencing of deliverables (from SCO to contractor); gain understanding of the COCOM headquarters perspective of SCO missions, staffing levels, and theater unique trends; and establish coordination and communication processes between the contractor and COCOM headquarters necessary to facilitate the review. In addition to traveling to each COCOM at the beginning of

the review, the contractor will be expected to travel to each COCOM in the final phases of the staffing analysis to deliver COCOM unique observations and recommendations to the COCOM staff.

10.4 A number of site visits (approximately 6-10) to selected SCOs will be authorized by DSCA to provide an understanding of typical SCO operations, missions, and challenges. Sites will be selected to give the contractor a representative sampling of various SCOs by size, mission, and complexity. Any subsequent SCO visits will be limited to minimize both contract cost and disruptions to the COCOM and SCO. It is not the desire of the contracting agency to see site visits to a significant percentage of SCOs. If a requirement emerges to conduct a follow-up visit to a SCO, then the respective COCOM will be given an opportunity to coordinate on duration and timing the requested travel (in addition to DSCA approving the requested visit).

10.5 Travel cost reimbursement will be in accordance with the guidelines set forth in FAR 31,205.46.

11.0 Proprietary Information

The Government retains the rights to all intellectual property produced and generated in the course of this project.

12.0 Payment Schedule

Monthly invoices will be allowed and will be paid within 30 days of receipt. Invoices will be submitted to the COR for approval and certification prior to submission to DFAS. The COR is responsible for submitting a DD 250 certifying each invoice. Invoices should be addressed to:

Defense Security Cooperation Agency (DSCA)
Business Operations/Comptroller
ATTN: (b)(6)

201 12th Street South, Suite 203
Arlington VA 22202-5408
Telephone: (b)(6)
Fax: (b)(6)
Email: (b)(6)

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

Name and address of contractor (legal and doing business as)

Cage Code number

Invoice number and date

Contract number and/or Task Order Number

Contract line item number(s) and service rendered

Period of performance covered by invoice

Name, title, and telephone number of person to be notified in the case of defective invoices.

INSTRUCTION FOR PAYMENT OFFICE:

Do not prorate payments on this contract. Invoices are to be paid per specific contract line item number (CLIN) and accounting classification reference number (ACRN) in order of allocation as cited by the Contractor. A copy of the final paid invoice should be forwarded to the Contracting Officer and COR as designated in the PWS or the contract.

COR NAME AND	ADDRESS:
Defense Security C	Cooperation Agency (DSCA)
Business Operation	ns/Comptroller
ATTN: (b)(6)	
201 12th Street Sou	th, Suite 203
Arlington VA 2220	02-5408
Telephone: (b)(6)	
Fax: (b)(6)	
Email: (0)(0)	

13.0 Contract Type

The contract will be a firm fixed price contract.

14.0 Security

All individuals performing work on this contract must be U.S. citizens and will possess and be prepared to provide evidence of a SECRET clearance prior to contract award.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government

Page 18 of 19

0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
1004	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-SEP-2009 TO 30-APR-2010	N/A	N/A FOB: Destination	
0002	N/A	N/A	N/A	N/A
0003	POP 30-SEP-2009 TO 30-APR-2010	N/A	N/A FOB: Destination	
0004	POP 30-SEP-2009 TO 30-APR-2010	N/A	N/A FOB: Destination	
1001	POP 01-MAY-2010 TO 01-NOV-2010	N/A	N/A FOB: Destination	
1002	POP 01-MAY-2010 TO 01-NOV-2010	N/A	N/A FOB: Destination	
1003	POP 01-MAY-2010 TO 01-NOV-2010	N/A	N/A FOB: Destination	
1004	POP 01-MAY-2010 TO 01-NOV-2010	N/A	N/A FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AB. 9790100 1120 00000 00000 2408 2522 S49447 DSAM90796 AMOUNT. \$182,373 38 CIN 0000000000000000000000000000 \$182,373.38

CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.212-4	Contract Terms and ConditionsCommercial Items	MAR 2009
52.212-5	Contract Terms and Conditions Required to Implement	APR 2009
	Statutes or Executive OrdersCommercial Items	
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.201-7000	Contracting Officer's Representative	DEC 1991
252.212-7001	Contract Terms and Conditions Required to Implement	JUL 2009
	Statutes or Executive Orders Applicable to Defense	
	Acquisitions of Commercial Items	
252.243-7001	Pricing Of Contract Modifications	DEC 1991

Kind Control to

AMENDMENT OF SOLICIT	ATTONIAGODII	TO ATTON OF CONTRACT	•	1 CONTRACT	D CODE	PAGE OF	AGES
AMENDMENT OF SOLICIT.	WIIOMMIONI)	CATION OF CONTRACT		J		1	2
2 AMENDMENT MODIFICATION NO	3 FFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	10		5 PROJECT	NO (If applicab	le)
P00001	30-Sep-2009	DNAR80134					
6 ISSUED BY CODE	HQ0013	7 ADMINISTERED BY (I fother than stomb)		COL	F		
DEFENSE SECURITY COOPERATION AGENCY-CON		See Item 6				A PROPERTY OF THE PERSON	
201 12TH STREET SOUTH		1					
ARL NOTON VA 22202		į					
8 NAME AND ADDRESS OF CONTRACTOR	Ale Smet County	Satisfact Code		9A AMENDM	NT OF ST	N ICT ATIO	N NO
PROOFPONT SYSTEMS NO	(140 , Stock, County,	sate and 2 th Cote;	Ц	7A AMELIONA	01 0	J.IGTATIO	1110
MAKE BROOKS 1393 QAKAVE			1	9B DAT FD (SE	E ITEM I	11)	
LOS ALTOS CA 94 (224-5788			1	IOA MOD OF	CYCINITE AL	CT/ORDER N	10
			X	HAMSB-85	3007	CITORDING	
			4	10B DATED (SEE IT EM	f 13)	
CODE 3YWL9	IFACILITY (0)		_	30-Sep-2009			
		PPLIESTO AMENDMENTS OF SOLI	=		_		
The above numbered solutation is amended as set for			ш	n extended	rt wot ent	ta dod	
Ofer must acknowledge receipt of this artendment por (a) By completing items 8 and 15, and returning		cified in the solicitation or an amended by one of at. (b) By acknowledging receipt of this amenda			h- rubon-rad		
or (c) By a chante letter or telegram which tacked as a	The state of the s	사용 중요하다 보다 사람이 사용하다 가장 하는 사람들이 되었다.					•
RECFIVED AT THE PLACE DESIGNA IFD FOR THE				114.115.115.115.115.115.115.115.115.115.	20		
REECTION OF YOUR OFFER If by virtue of this a provided each telegram or letter makes in frence to the				1100	ter,		
12 ACCOUNTING AND APPROPRIATION D	ATA (If required)						
13 THIST	EM APPLIESOM V	TO MODIFICATIONS OF CONTRACT	SADE	פעות			
		CT/ORDER NO AS DESCRIBED IN LT					
A THIS CHANGE ORDER IS ISSUED PURS	UANT TO (Specify:	authority) THE CHANGES SET FORT I	IINI	TEM 14 ARE N	ADE IN T	THE	
CONTRACT ORDER NO IN ITEM 10A							
X B THE ABOVE NUMBERED CONTRACT	ORDER IS MODIFIED	TOREFLECT THE ADMINISTRATI	VE C	HANGES (such	as changes	m paymg	
office, appropriation date, etc.) SET FOR			\R 43	3 103(B)			
C THIS SUPPLEMENT AL AGREFMENT I	SENTEREDINTOP	URSUANT TO AUTHORITY OF					
D OTHER (Specify type of modification and	dauthority)						
E IMPORTANT Contract or X is not.	[] is recovered to sa	gn this document and return	COT	nes to the issum	office		
14 DESCRIPTION OF AMENDMENT/MODIF where feasible)	·(CATION (Organize	by UCF section nearings, including sou	CITALI	on com ract subj	ect matter		
Modification Control Number gohrson						AE 4	
1 The purpose of the modification is to income	porate the Departmen	of Defense Contract Security Classif	cano	on specification,	DOFORM	204	
2 All other terms and conditions remain und	hanged						
Except as provided herein, all terms and conditions of the	document referenced to the	n9A or 10A, as heretofore changed, remains unch	meed	and in fill force and	effect		
ISA NAME AND THE OF SIGNER (Type of		IGA NAME AND TITLE OF O			na a change and the	eor print)	
		(b)(6)		EMAIL (b)(6)			
In Court Court of the Court of	ILC DATE TO	TEL (b)(6)	in c		Т:	(C Parti C	(DT:-
15B CONTRACTOR/OFFEROR	ISC DATE SIGN	(b)(6)	-KIL	A	}'	6C DATE SI	GNED.
(8)	_	BY Chartest we C	000			15-Dec-2009	1
(Signature of person author szed to sign) EXCEPTION TO SF 30		(Signature of Contracting C	TUCE		NDAPD:	FORM 30 (Re	n 10 f
APPROVED BY ORM 11-84		3V-143-04			scribed by		
					R (48 CFR)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text: SECURITY CLASSIFICATION

- 1. The attached DD Form 254 is hereby incorporated.
- 2. As the requirement of a Secret Clearance was stated in the solicitation and subsequent contract award, the contractor is not required to sign this document.

(End of Summary of Changes)

AMENDMENT OF SOLICIT	ATIONMODIF	ICATION OF CONTRACT	•	I CONTRACT	ID CODE	PACE	OF PAGES
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO		<u> </u>	5 PROJEC	T NO (LE spp	bicable)
P00002	14-Apr-2010	DNAR90134					
6 ISSUED BY CODE	HQ0013	7 ADMINISTERED BY (I fother than stem6)		COL	P HQ0	013	
DEFENSE SECURITY COOPERATION AGENCY CON (b)(6) 201 12TH STREET SOUTH SUITE 203 AR. NGTON VA 22202		DEFENSE SECURITY COOPERATION AGENT (b)(6) 20112TH STREET SOUTH SUITE 203 ARIUNGTON VAZZ 202	CY-C	ON			
8 NAME AND ADDRESS OF CONTRACTOR PROOFPONT SYSTEMS. NO MINE BROOMS	(No , Street, County,	State and Zip Code)		9A AMENDM			LION NO
1989 CAKAVE LOSALTOS CASH024-5768				9B DATED (S	BE II EM	11)	
			x	REPORTE			R NO
			Y	10B DATED	SEE ITEM	A 13)	
CODE 3YML9	THISTEM ONLY	DE APPLIES TO AMENDMENTS OF SOLI		30-Sep-2009 ATIONS			
The shove numbered soil exists on the smoothed as set for			<u></u>	is est anded,	us not ex	tended	
Offer mount as knowledge recoupt of thus arrandoment pro			\			erano o R U	
(a) By completing Herm 8 and 15 and returning		nt. (b) By acknowledging receipt of this amender			Ger submitted		
or (c) By a sparse letter or telegram who chandudes a						•	
RPCLIVED AT THE PLACE DESIGNATED FOR I							
REJECTION OF YOUR OFFER Ifby virtue of this					tter.		
provided each telegremen letter unken refrence to the	e solicates ion and this arren	dment, and as reconved prior to the opening hour	and	date specifed		40	
12 ACCOUNTING AND APPROPRIATION D See Schedule	ATA (If required)	•					
	TIM ARRIVE COM V	TO MODIFICATIONS OF CONTRACT	cm	PDCDC			
		CT/ORDER NO ASDESCRIBEDINIT	2041.00		Territoria (Caracia)		
A THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO IN ITEM 10A	SUANT TO (Specify)	mathority) THE CHANGES SET FORTH	IIN	ITEM 14 ARE	MAI)E IN	ГНЕ	9-94
R THE ARKIVE NUMBERFD CONTRACT office, appropriation date, etc.) SET FOR	ORDER IS MODIFIED	TOREFLECT THE ADMINISTRATI	VE AR 4	CHANCES (such 13 103(B)	as changes	m paying	
X C THIS SUPPLEMENT AL ACREEMENT I	SENTEREDINTOP	URSUANT TO AUTHORITY OF					
D OT HER (Specify type of modification an	dauthority)						
E IMPORTANT Contract or 13 not,	X is required to sa	gn this document and return 1	CC	presto the ussum	g of fice		
14 DESCRIPTION OF AMENDMENT/MODIL where feasible) Modification Control Number tidevis 101 a The purpose of this modification is to inte 1004	191						
fix ept as provided here a, all terms and conditions of the			_		-		
15A NAME AND TITLE OF SIGNER (Type of	or prest)	16A NAME AND TITLE OF O			ICER (Typ	pe or print)
ISB CONTRACTOR/OFFEROR	ISC DATE SIGNE		EDI/		- 1	ICC DAT	E SIGNED
131) CONTROCTOROTERON	DATE SIGN	(b)(6)				G2021 20 58	
(Signature of person authorized to sign)	-	(Signature of Contract ing C)ffic	cr)		22-Apr-2	טוע
EXCEPTION TO SF 30		30-105-04			ANDARD	FORM 30	(Rev 10-8
APPROVED BY OIRM 11-84					escribed by R (48 CFR		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$632,926 59 from \$1,443,740.21 (EST) to \$2,076,666 80 (EST).

The vendor signature required has changed from required to not required.

The number of award copies required 2 has been deleted.

SUPPLIES OR SERVICES AND PRICES

CLIN 1001

The CLIN type priced has been deleted.

The pricing detail quantity 6.00 has been deleted.

The unit price amount has decreased by \$130,266.69 from \$130,266.69 to \$0.00.

The option status has changed from Option to No Status.

The total cost of this line item has decreased by \$781,600.14 from \$781,600.14 to UNDEFINED.

CLIN 1002

The pricing detail quantity has decreased by 6.00 from 6.00 to 0.00.

The option status has changed from Option to No Status.

The total cost of this line item has decreased by \$156,320.04 from \$156,320.04 to \$0.00.

CLIN 1003

The estimated/max cost has decreased by \$87,466.50 from \$174,933.00 to \$87,466.50.

The option status has changed from Option to Option Exercised.

The total cost of this line item has decreased by \$87,466.50 from \$174,933.00 (EST) to \$87,466.50 (EST).

CLIN 1004

The unit price amount has decreased by \$76,500.00 from \$153,000.00 to \$76,500.00.

The option status has changed from Option to Option Exercised.

The total cost of this line item has decreased by \$76,500.00 from \$153,000.00 to \$76,500.00.

SUBCLIN 1001AA is added as follows:

HQ0013-09-C-0007 P00002 Page 3 of 5

ITEM NO 1001AA SUPPLIES/SERVICES

QUANTITY 3 UNIT

UNIT PRICE \$130,266.69 AMOUNT \$390,800.07

Integrating Tasks

FFP

Tasks 3.7 (DoD) is integrated into task 3.8 (FMS) which is a worldwide unconstrained staffing proposal and 3.10 (DoD) is integrated into 3.11 (FMS) which is a worldwide constrained staffing proposal.

FOB. Destination

NET AMT

\$390,800.07

ACRN AC

\$390,800.07

SUBCLIN 1001AB is added as follows:

ITEM NO 1001AB SUPPLIES/SERVICES

QUANTITY 3 UNIT

UNIT PRICE

AMOUNT \$78,160.02

\$26,053.34

FFP

FOB: Destination

NET AMT

\$78,160.02

ACRN AC

\$78,160.02

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$632,926.59 from \$1,443,740.21 to \$2,076,666.80

SUBCLIN 1001AA:

Funding on SUBCLIN 1001AA is initiated as follows:

ACRN: AC

Acctng Data: 9711X824268094G06809ADMOOP109T1016712500DNAR10101380100

Increase: \$390,800.07

Total: \$390,800.07

SUBCLIN 1001AB:

Funding on SUBCLIN 1001AB is initiated as follows:

ACRN: AC

Acctng Data: 9711X824268094G06809ADMOOP109T1016712500DNAR10101380100

Increase: \$78,160.02

Total: \$78,160.02

CLIN 1003:

The contract ACRN AC has been added.

CLIN 1004:

The contract ACRN AC has been added.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 1001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2010 TO	N/A	N/A	

01-NOV-2010 FOB: Destination

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

POP 01-MAY-2010 TO N/A N/A

01-NOV-2010 FOB: Destination

The following Delivery Schedule item for CLIN 1002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2010 TO 01-NOV-2010	N/A	N/A . '(FOB: Destination	

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 01-MAY-2010 TO

01-NOV-2010

N/A

FOB: Destination

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 1001AA:

N/A

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 1001AB:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

(End of Summary of Changes)

The following items are applicable to this modification:

SECTION SF 1449 - CONTINUATION SHEET

DESCRIPTION

- 1. Task 3.6 (FMS) and 3.7 (DoD) are integrated into task 3.8 (FMS) which is a worldwide unconstrained staffing proposal. Task 3.9 (FMS) and 3.10 (DoD) are to be integrated into task 3.11 (FMS) which is a worldwide constrained staffing model. Therefore, the tasks under Option CLIN 1002 is removed to be performed under Option CLIN 1001.
- 2. Contract amount is increase by \$632,926.59.
- 3. Total contact amount is changed from: \$1,443,740.21 to. \$2,076,666.80

End of continuation sheet-

..

AMENDMENT OF SOLICIT	ATIONMODE	FICATION OF CONTRAC	т	I CONTRACT	D CODE	PAGE OF	PACES
AVIENDIVIENT OF SOLICIT	VITOIA MIODI			J		1 1	3
AMENDMENTIMODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE RING NO	W-1023		5 PROJECT	NO (If apple cab	ole)
P00003	27-Apr-2010	DNAR90134					
S ISSUF D BY CODE	HQ0013	7 ADMINISTERED BY (Ifother than stee		CO	E HOO	013	
(b)(6) 201 127H STREET SOUTH SUITE 203 ARI NGTON VA 22202		DEFENSE SECURITY COXPERATION AG (b)(G) 2011714 STREET SOUTH SUITE 203 ARLINGTON VA 22 202	BNCY-CON	1			
NAME AND ADDRESS OF CONTRACTOR	(No, Street, County,	State and Zip Code)	19	A AMENDM	ENT OF SC	LIGTATIO	N NO
MINE BROOKS 1381 CAX AVE LOS ALTOS CA 94004 \$768			1	B DATED (S	EF ITEM I	1)	
				188468A			ю
				OB DATED	MITI EE	13)	
CODE 3YWL9	FACILITY CO	NDE APPLIEST O AMENDMENT SOF SO		30-Sep-2009			
			_				
The above numbered solution on is smended as set fo	nn in item i 4. The hour an	a date specified for receipt of Offer	Ц'	s extended,	as not can	shded	
(a) By completing I terms 8 and 15, and returning or (c) By a operato letter or talegram which includes a RECPIVED AT THE PLACEDESGONATED FOR REACTION OF YOUR OFFER libry virtue of this provided each telegramor letter mikes an increase to the 12 ACCOUNTING AND APPROPRIATION I	refirmed to those of the testion THE RECPIPT OF OFFER amendment you described to solicitation and this amen	S PRIOR TO THE HOUR AND DATE SPECI heage so offer strendy submitted, such change s	R ACKN TED MA' my be mad	OWLFDOMENT Y RESULTIN to by telegram or le	TO BF		
	on number						
		TO MODIFICATIONS OF CONTRA					
A THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO IN ITEM 10A	SUANT TO (Specify				MADE IN I	HE	
R THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOR	ORDER IS MODIFIE THINITEM 14, PU	D TOREHLECT THE ADMINISTRA	FAR 43	HANGES (such 103(B)	as changes	m paying	
C THIS SUPPLEMENT AL AGREEMENT	ISENT ERED INTO F	URSUANT TO AUTHORITY OF					
D OI HER (Specify type of modification an	dauthority)	* * * * * * * * * * * * * * * * * * * *					
E IMPORTANT Contractor X Is not,	s required to s	ign this document and return	cop	es to the issum	g of fice		
14 DESCRIPTION OF AMENDMENT/MODI where feasible) Modification Control Number trians 101 a The purpose of this modification is hereby b All other terms and conditions remain the	196 y issaued to correct ti				ect matter		
, m.,		× a					
Except as provided here n. all terms and conditions of the	document referenced in the						
15A NAME AND TITLE OF SIGNER (Type	orpront)	(b)(6) CONTRACTO			CER (Type	orpnat)	
		TEL (b)(6)		EMAIL (b)(6)			
15B CONTRACTOR/OFFEROR	ISC DATE SIGN	(b)(6)	MERICA			SC DATES	
(Signature of person authorized to sign)		(Signature of Contract in	Officer)	 :	28-Apr-2010	
EXCEPTION TO SF 30		30-105-04			ANDARD F	ORM 30 (Re	v (0-
APPROVED BY OIRM 11-84					scribed by (R (48 CFR)		

1

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 1001 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC
POP 01-MAY-2010 TO N/A N/A

01-NOV-2010 FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 01-MAY-2010 TO N/A N/A

30-JUL-2010 FOB: Destination

The following Delivery Schedule item for CLIN 1002 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 01-MAY-2010 TO N/A N/A

01-NOV-2010 FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 01-MAY-2010 TO N/A N/A

30-JUL-2010 FOB: Destination

The following Delivery Schedule item for CLIN 1003 has been changed from.

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 01-MAY-2010 TO N/A N/A

01-NOV-2010 FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 01-MAY-2010 TO N/A N/A

30-JUN-2010 FOB: Destination

1

The following Delivery Schedule item for CLIN 1004 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 01-MAY-2010 TO N/A N/A

01-NOV-2010 FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 01-MAY-2010 TO N/A N/A

30-JUL-2010 FOB: Destination

(End of Summary of Changes)

. . :

AMENDMENT OF SOLLO	TATION/MODY	FICATION OF CONTRACT	CONTRACT	D CODE	PAGE OF PAGES
AMENDMENT OF SOLICI	IATIONWOOD	FICATION OF CONTRACT	J		1 2
AMENDMENTIMODIFICATION NO	3 EFFECTIVEDATE	4 REQUISITION/PURCHASE REQ NO	A-1 10 11	5 PROJECT	NO (If applicable)
00004	29-Apr-2013	DNAR90134			
ISSUED BY CODE	HQ0013	7 ADMINISTERED BY (Hother than stem6)	N	E HOO	013
EFENSE SECURITY COOPERATION AGENCY CON		DEFENSE SECURITY COOPERATION AGEN	CY-CON	177	
b)(6)		20112TH STREET SQUTH			
ION 12TH STREET SIGNITH SUITE 402		SUITE 203 ARUNGTON VA 22 202			
ARI NGTON VA 22202		Auto-of total			
NAME AND ADDRESS OF CONTRACTO	R (No , Street, Count y,	State and Zp Code)	9A AMENDME	ENT OF SC	ON MOITATIDILE
PROOFPONT SYSTEMS INC. MIKE BROOKS		Control Contro		POSESSION STATE CON-	
1383 CAXAVE			9B DATED (SE	E ITEM I	1)
LOSALTOS CA94024 5768			101 1/05 (15	COLPERAL	TO CONTRACT
			× 14864388-55	CONTRAC	T/OKDER NO
			10B DATED (
DDE 3YWL9	_ FACILITY OF)DF	X 30-Sep-2009		-7-7
		APPLIESTO AMENDMENTS OF SOL	CITATIONS		
The above numbered solicit shout is smended as set			Is extended,	te not exte	nded
Ofer must as knowledge receipt of this gineridizent		RB G LINY 1929 III WYDDAN 146	L) L		
(a) By completing littin 8 and 15, and returning		ent. (b) By acknowledging receipt of this smender		e subnatted.	
or (c) By a sparate letter or t degreen which include	a teferance to the solic station			TO BE ·	7.00
RECEIVED AT THE PLACE DESIGNATED FOR					
PREPCTION OF YOUR OFFER Ifby victue of the provided each telegramori etter rankes reference to	The state of the s			ter,	
ACCOUNTING AND APPROPRIATION					
See Schedule	DAI A(III equica)				
	TEM ADDITES ONT V	TO MODIFICATIONS OF CONTRACT	PENDINGS		
	아이는 아이들은 아이를 내려면 보이는 이번 때문에 가지를 하지 않는데 없었다.	ACT/ORDER NO AS DESCRIBED IN IT			
A THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO IN ITEM 10	RSUANT TO (Specify			ADE IN T	HE
D THE ADOME AND OFFICE COMPACT	PARCES IS A MATER.	D TODER FOR THE ADMINISTRAT	WE CHANCES	- 1	IIII iii
B THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FC	RT HINITEM 14. PU	RSUANT TO THE AUTHORITY OF F	AR 43 103(B)	ne curanges	m paying
C. THIS SUPPLEMENT AL ACREEMENT	the same of the sa				
e construire de construire de construire de la construire de construire de la construire de la construire de c		State of the control			
D OTHER (Specify type of modification is	and authority)				
IMPORTANT Contractor X is not.	is recurred to s	egn this document and return	copies to the issum;	g of fice	
DESCRIPTION OF AMENDMENT/MOI where feasible) Modification Control Number patra13		ed by OCF section headings, including son	CHARLOTA COLA LISCE SUBJ	ect matter	300
The purpose of this modification is to de		e contract for the purpose of removing	excess funds from 0	2 INs 000	18
1004 funded with FY09 and FY10 FMS fu					Ki los
2 The contractor has received final paym		d during the period of performance 1 C	ctober 2009 - 1 Nove	ember 2010)
Therefore, the total cost of CLIN 0004 is d		22 and CLIN 1004 is decreased by \$63,	768.63 See letter da	ted 3 Apr	12
2013, signed by Michael Brooks, V P Ope					
3 As a result of this modification, the total		as decreased by \$109,335 65 from \$2	,076,666.80 to \$1.95	7,331 15	
4 All other terms and conditions remain un	changed				
sept as provided here a, all terms and conditions of	hedocument retirenced in the	m9A or 19A_as heretofter changed remains unch	anged and in fall force and	c foct	
SA NAME AND TITLE OF SIGNER (Type		16A NAME AND TITLE OF C	ONTRACTING OFFI	National Williams	or print)
**************************************	(B) (2-1.7)	(b)(6) CONTRACTING	OFFICER		2.1.14. * .022305
	1	TEL (P)/6)	EMAIL (b)(6)	g deca.	
5B CONTRACIONOFFEROR	ISC DATE SIGN	FD 16B UNITEDSTATES OF AM (b)(6)	ERICA	—]ı	SC DATESIGNED
	1	BY			29-Apr-2013
(Signature of person authorized to sign)		(Signature of Contracting C	fficer)		
EXCEPTION TO SF 30		30-105-04	STA	ANDARD F	ORM 30 (Rev 10-

Prescribed by CEA FAR (48 CFR) 53 243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$109,335.65 from \$2,076,666.80 to \$1,967,331.15.

CLIN 0004:

CLIN 1004:

(End of Summary of Changes)