

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER
HQ0013DNAR50072

PAGE 1 OF 43

2. CONTRACT NO.
HQ0013-05-C-0004

3. AWARD/EFFECTIVE DATE
14-Mar-2005

4. ORDER NUMBER

5. SOLICITATION NUMBER
HQ0013-05-R-0010

6. SOLICITATION ISSUE DATE
14-Feb-2005

7. FOR SOLICITATION
INFORMATION CALL:

a. NAME
NADINE DIANE PAYNE

b. TELEPHONE NUMBER (No Collect Calls)
703-604-0893

8. OFFER DUE DATE/LOCAL TIME
09:00 AM 24 Feb 2005

9. ISSUED BY

CODE HQ0013

DEFENSE SECURITY COOPERATION AGENCY
201 12TH STREET SOUTH
SUITE 203
ARLINGTON VA 22203-4306

10. THIS ACQUISITION IS

☐ UNRESTRICTED

☒ SET ASIDE: 100 % FOR

☒ SMALL BUSINESS

☐ HUBZONE SMALL BUSINESS

☐ 8(A)

NAICS: 561110

SIZE STANDARD: \$5M

11. DELIVERY FOR FOB
DESTINATION UNLESS
BLOCK IS MARKED

☐ SEE SCHEDULE

☐ 13a. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ

☐ IFB

☒ RFP

TEL: 703-601-3848

FAX:

15. DELIVER TO
M EAST ASIA N AFRICA DIRECTORATE (MEAN)
MRS DEL WOODS
201 12TH STREET SOUTH
SUITE 203
ARLINGTON VA 22202-5406

CODE HQ0013

16. ADMINISTERED BY

SEE ITEM 9

17a. CONTRACTOR/OFFEROR

CODE 3RDK3

GENERAL LOGISTICS, INC.
DONNA SHANDS
326 CLOUDES MILL DRIVE
ALEXANDRIA VA 22304-3077

18a. PAYMENT WILL BE MADE BY

DFAS-INDIANAPOLIS CENTER
DFAS/INAKA
8899 EAST 56TH STREET
INDIANAPOLIS IN 46249-1325

CODE HQ0105

TEL: (703) 328-3196

FACILITY
CODE

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT
SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK
BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.

20. SCHEDULE OF SUPPLIES/ SERVICES

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

SEE SCHEDULE

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

\$252,713.04

☐ 27a. 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

☐ 27b. CONTRACT/PURCHASE 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 COPIES

☐ TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS
SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS
SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE

☐ 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

Toy Latimore

14-Mar-2005

30b. NAME AND TITLE OF SIGNER

(TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER

(TYPE OR PRINT)

Toy Latimore / Contracting Officer

TEL: (703) 601-3848

EMAIL: toy.latimore@dsca.mil

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

(end (2))

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

PAGE 2 OF 43

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

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PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Task 1-Contract Admin Sppt FFP Provide contract administration support for administration of the FMF/DCC program. Critical functions to be provided are comprehensive management and oversight of logistical requirements for defense articles and services for international customers. The contractor personnel shall provide maintenance of the Direct Commercial Contracts Application Database to ensure accurate and complete data entry input of contractual requirements. FOB: Destination PURCHASE REQUEST NUMBER: HQ0013DNAR50072	12	Months		
				NET AMT	
	ACRN AA CIN: HQ0013DNAR500720001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Task 2-Logistic Requirements FFP The contractor shall expedite processing of critical logistic requirements requiring immediate attention. In partnership with the Government and Government designated contractors, the contractor personnel shall attend regular quarterly meetings with government officials and foreign customers to provide status reports on audit resolutions and recommendations. The Government shall lead all discussions involving meetings with government agencies, contractors, and foreign customers and the government shall mutually make decisions. FOB: Destination PURCHASE REQUEST NUMBER: HQ0013DNAR50072	12	Months		
				NET AMT	
	ACRN AA CIN: HQ0013DNAR500720002				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Task 3-Mgmt Consult Support FFP The Contractor shall provide support for DSCA/MEAN-ME/DCC requirements regarding management consultation support in the area of DCCs. Other tasks will include: providing contract administration support, analytical and information technology support to assist DSCA in the administration process of contracts between international customers and US industry. The Contractor personnel shall provide technical and analytical support for direct commercial contracts to assist DSCA in areas such as: contractor eligibility, acquisition of standard/non standard items, US and non-U.S. content items acquired, competition in procurements, pre-award surveys, contract financing, elements of contracts, offset considerations, contractor disclosures & certifications, commissions & contingent fees, travel related costs, letters of credit, transportation issues, performance considerations, audits, pricing, generally accepted accounting principles and disputes/arbitration FOB: Destination PURCHASE REQUEST NUMBER: HQ0013DNAR50072	12	Months		

NET AMT

ACRN AA
CIN: HQ0013DNAR500720003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Task 4-Personnel Duties FFP The Contractor personnel responsibilities will include supporting DSCA staff in : identifying COTS items, documenting requirements, and qualifying requirements for FMF funding based on description/definition of COTS items in accordance with DSCA's policy guidelines. FOB: Destination PURCHASE REQUEST NUMBER: HQ0013DNAR50072	12	Months		

NET AMT

ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Contract Management FFP The COR will provide oversight for this Statement of Work. The contractor must provide the following deliverables: annual reports of current security clearances; weekly (written) status report for Performance Objective 2; quarterly meetings for Performance Objective 2; monthly (written) status report for Performance Objective 2; weekly (written) status reports for Performance Objective 3.0; annual orientation for Task 4.0; monthly deliverable change request for Task 5.1; monthly invoice Task 9.0; annual disclosure statement Task 12.0 FOB: Destination PURCHASE REQUEST NUMBER: HQ0013DNAR50072	12	Months		

NET AMT

ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Task 1-Contract Admin Spt for Opt 1 FFP Provide contract administration support for administration of the FMF/DCC program. Critical functions to be provided are comprehensive management and oversight of logistical requirements for defense articles and services for international customers. The contractor personnel shall provide maintenance of the Direct Commercial Contracts Application Database to ensure accurate and complete data entry input of contractual requirements. FOB: Destination PURCHASE REQUEST NUMBER: HQ0013DNAR50072	12	Months		

NET AMT

ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		12	Months		
OPTION	Task 2-Logistic Requirement for Opt 1 FFP The contractor shall expedite processing of critical logistic requirements requiring immediate attention. In partnership with the Government and Government designated contractors, the contractor personnel shall attend regular quarterly meetings with government officials and foreign customers to provide status reports on audit resolutions and recommendations. The Government shall lead all discussions involving meetings with government agencies, contractors, and foreign customers and the government shall mutually make decisions. FOB: Destination PURCHASE REQUEST NUMBER: HQ0013DNAR50072				

NET AMT

ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		12	Months		
OPTION	Task 3-Mgmt Consult Support FFP The Contractor shall provide support for DSCA/MEAN-ME/DCC requirements regarding management consultation support in the area of DCCs. Other tasks will include: providing contract administration support, analytical and information technology support to assist DSCA in the administration process of contracts between international customers and US industry. The Contractor personnel shall provide technical and analytical support for direct commercial contracts to assist DSCA in areas such as: contractor eligibility, acquisition of standard/non standard items, US and non-U.S. content items acquired, competition in procurements, pre-award surveys, contract financing, elements of contracts, offset considerations, contractor disclosures & certifications, commissions & contingent fees, travel related costs, letters of credit, transportation issues, performance considerations, audits, pricing, generally accepted accounting principles and disputes/arbitration. FOB: Destination PURCHASE REQUEST NUMBER: HQ0013DNAR50072				

NET AMT

ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		12	Months		
OPTION	Task 4-Personnel Duties for Opt 1				
	FFP				
	The Contractor personnel responsibilities will include supporting DSCA staff in : identifying COTS items, documenting requirements, and qualifying requirements for FMF funding based on description/definition of COTS items in accordance with DSCA's policy guidelines.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQ0013DNAR50072				

NET AMT

ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		12	Months		
OPTION	Contract Management for Opt 1				
	FFP				
	The COR will provide oversight for this Statement of Work. The contractor must provide the following deliverables: annual reports of current security clearances; weekly (written) status report for Performance Objective 2; quarterly meetings for Performance Objective 2; monthly (written) status report for Performance Objective 2; weekly (written) status reports for Performance Objective 3.0; annual orientation for Task 4.0; monthly deliverable change request for Task 5.1; monthly invoice Task 9.0; annual disclosure statement Task 12.0				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQ0013DNAR50072				

NET AMT

ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		12	Months		
OPTION	Task 1-Contract Admin Sppt for Opt 2 FFP Provide contract administration support for administration of the FMF/DCC program. Critical functions to be provided are comprehensive management and oversight of logistical requirements for defense articles and services for international customers. The contractor personnel shall provide maintenance of the Direct Commercial Contracts Application Database to ensure accurate and complete data entry input of contractual requirements. FOB: Destination PURCHASE REQUEST NUMBER: HQ0013DNAR50072				

NET AMT

ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		12	Months		
OPTION	Task 2-Logistic Requirement for Opt 2 FFP The contractor shall expedite processing of critical logistic requirements requiring immediate attention. In partnership with the Government and Government designated contractors, the contractor personnel shall attend regular quarterly meetings with government officials and foreign customers to provide status reports on audit resolutions and recommendations. The Government shall lead all discussions involving meetings with government agencies, contractors, and foreign customers and the government shall mutually make decisions. FOB: Destination PURCHASE REQUEST NUMBER: HQ0013DNAR50072				

NET AMT

ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		12	Months		
OPTION	Task 3-Mgmt Consult Support FFP The Contractor shall provide support for DSCA/MEAN-ME/DCC requirements regarding management consultation support in the area of DCCs. Other tasks will include: providing contract administration support, analytical and information technology support to assist DSCA in the administration process of contracts between international customers and US industry. The Contractor personnel shall provide technical and analytical support for direct commercial contracts to assist DSCA in areas such as: contractor eligibility, acquisition of standard/non standard items, US and non-U.S. content items acquired, competition in procurements, pre-award surveys, contract financing, elements of contracts, offset considerations, contractor disclosures & certifications, commissions & contingent fees, travel related costs, letters of credit, transportation issues, performance considerations, audits, pricing, generally accepted accounting principles and disputes/arbitration FOB: Destination PURCHASE REQUEST NUMBER: HQ0013DNAR50072				

NET AMT

ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		12	Months		
OPTION	Task 4-Personnel Duties for Opt 2 FFP The Contractor personnel responsibilities will include supporting DSCA staff in : identifying COTS items, documenting requirements, and qualifying requirements for FMF funding based on description/definition of COTS items in accordance with DSCA's policy guidelines. FOB: Destination PURCHASE REQUEST NUMBER: HQ0013DNAR50072				

NET AMT

ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		12	Months		
OPTION	Contract Management for Opt 2 FFP The COR will provide oversight for this Statement of Work. The contractor must provide the following deliverables: annual reports of current security clearances; weekly (written) status report for Performance Objective 2; quarterly meetings for Performance Objective 2; monthly (written) status report for Performance Objective 2; weekly (written) status reports for Performance Objective 3.0; annual orientation for Task 4.0; monthly deliverable change request for Task 5.1; monthly invoice Task 9.0; annual disclosure statement Task 12.0 FOB: Destination PURCHASE REQUEST NUMBER: HQ0013DNAR50072				

NET AMT

ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		12	Months		
OPTION	Task 1-Contract Admin Sppt for Opt 3 FFP Provide contract administration support for administration of the FMF/DCC program. Critical functions to be provided are comprehensive management and oversight of logistical requirements for defense articles and services for international customers. The contractor personnel shall provide maintenance of the Direct Commercial Contracts Application Database to ensure accurate and complete data entry input of contractual requirements. FOB: Destination PURCHASE REQUEST NUMBER: HQ0013DNAR50072				

NET AMT

ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017		12	Months		
OPTION	Task 2-Logistic Requirement for Opt 3				
	FFP				
	The contractor shall expedite processing of critical logistic requirements requiring immediate attention. In partnership with the Government and Government designated contractors, the contractor personnel shall attend regular quarterly meetings with government officials and foreign customers to provide status reports on audit resolutions and recommendations. The Government shall lead all discussions involving meetings with government agencies, contractors, and foreign customers and the government shall mutually make decisions.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQ0013DNAR50072				

NET AMT

ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018		12	Months		
OPTION	Task 3-Mgmt Consult Support				
	FFP				
	The Contractor shall provide support for DSCA/MEAN-ME/DCC requirements regarding management consultation support in the area of DCCs. Other tasks will include: providing contract administration support, analytical and information technology support to assist DSCA in the administration process of contracts between international customers and US industry. The Contractor personnel shall provide technical and analytical support for direct commercial contracts to assist DSCA in areas such as: contractor eligibility, acquisition of standard/non standard items, US and non-U.S. content items acquired, competition in procurements, pre-award surveys, contract financing, elements of contracts, offset considerations, contractor disclosures & certifications, commissions & contingent fees, travel related costs, letters of credit, transportation issues, performance considerations, audits, pricing, generally accepted accounting principles and disputes/arbitration				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQ0013DNAR50072				

NET AMT

ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019		12	Months		
OPTION	Task 4-Personnel Duties for Opt 3 FFP The Contractor personnel responsibilities will include supporting DSCA staff in : identifying COTS items, documenting requirements, and qualifying requirements for FMF funding based on description/definition of COTS items in accordance with DSCA's policy guidelines. FOB: Destination PURCHASE REQUEST NUMBER: HQ0013DNAR50072				

NET AMT

ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020		12	Months		
OPTION	Contract Management for Opt 3 FFP The COR will provide oversight for this Statement of Work. The contractor must provide the following deliverables: annual reports of current security clearances; weekly (written) status report for Performance Objective 2; quarterly meetings for Performance Objective 2; monthly (written) status report for Performance Objective 2; weekly (written) status reports for Performance Objective 3.0; annual orientation for Task 4.0; monthly deliverable change request for Task 5.1; monthly invoice Task 9.0; annual disclosure statement Task 12.0 FOB: Destination PURCHASE REQUEST NUMBER: HQ0013DNAR50072				

NET AMT

ACRN AA
CIN: 00000000000000000000000000000000

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUL-2005 TO 30-JUN-2006	N/A	M EAST ASIA N AFRICA DIRECTORATE (MEAN) MRS DEL WOODS 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22202-5408 (703) 604-6630 FOB: Destination	HQ0013
0002	POP 01-JUL-2005 TO 30-JUN-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0003	POP 01-JUL-2005 TO 30-JUN-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0004	POP 01-JUL-2005 TO 30-JUN-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013

0005	POP 01-JUL-2005 TO 30-JUN-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0006	POP 01-JUL-2006 TO 30-JUN-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0007	POP 01-JUL-2006 TO 30-JUN-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0008	POP 01-JUL-2006 TO 30-JUN-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0009	POP 01-JUL-2006 TO 30-JUN-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0010	POP 01-JUL-2006 TO 30-JUN-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0011	POP 01-JUL-2007 TO 30-JUN-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0012	POP 01-JUL-2007 TO 30-JUN-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0013	POP 01-JUL-2007 TO 30-JUN-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0014	POP 01-JUL-2007 TO 30-JUN-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0015	POP 01-JUL-2007 TO 30-JUN-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0016	POP 01-JUL-2008 TO 30-JUN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0017	POP 01-JUL-2008 TO 30-JUN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0018	POP 01-JUL-2008 TO 30-JUN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0019	POP 01-JUL-2008 TO 30-JUN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0020	POP 01-JUL-2008 TO 30-JUN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013

ACCOUNTING AND APPROPRIATION DATA

head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract

are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(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. 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 immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(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. 327, 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; 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 (JAN 2005)

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

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

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

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

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

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

XX (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

XX (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____ (ii) Alternate I (MAR 1999) to 52.219-5.

____ (iii) Alternate II to (JUNE 2003) 52.219-5.

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

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

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

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

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

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

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

XX (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (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.

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

XX (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 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.

XX (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

XX (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

_XX (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

_XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

_XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

_XX (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

XX (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

XX (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

XX (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

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

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

XX (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (26) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

XX (29) 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)).

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

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

XX (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

XX (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

XX (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 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, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX (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.).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

XX (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; 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 four (4) years.
- (End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable

to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

SOW

Statement of Work (SOW)

Foreign Military Financing for Direct Commercial Contracts

January 3, 2005

1.0 Relevant Background.

The Defense Security Cooperation Agency (DSCA) has program responsibilities for sales of defense articles and services as well as, transfers of equipment and services to international customers. In 2000, DSCA started contracting with industry to hire experienced Contract Administrators to provide contract administration support for the Foreign Military Financing (FMF) of Direct Commercial Contracts (DCCs) program.

1.1 Objective.

The objective is to provide support management and information technology support in the area of the DCC program. The mission of the FMF/DCC program is to: 1.) Ensure timely and accurate administration and oversight of FMF funds to ensure the program is executed in accordance with the Arms Export Control Act and the Guidelines for Foreign Military Financing of Direct Commercial Contracts; 2.) Provide guidance for resolution of routine, unique, and unusual requirements to international customers and U.S. contractors; coordinate requirements with the Military Departments, DSCA Country Program Directors, Ministry of Defense and Attaché's Offices; 3.) Attend/participate in program management reviews (PMRs), and provide briefings and status reports, as required.

1.2 Scope.

The scope of this delivery order encompasses all personnel and activities to meet the objective.

COR: Ms. Del Woods
Middle East, Asia, North Africa Directorate (MEAN)
Defense Security Cooperation Agency (DSCA)

201 12th Street South, Suite 203
Arlington, VA 22202-5408

Phone Number: 703-604-6630

Fax Number: 703-604-6543

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1.3 This solicitation expresses performance requirements in the following manner:
Each performance requirement may contain the three elements below. In each case, the elements taken together constitute a performance requirement.

Performance Objectives-are statements of the outcome or results expected of the contractor. Performance objectives specify what is to be done; they do not specify how it is to be done.

Performance Standards-are the targeted levels of required acceptable performance for determining the accomplishment of specific performance objectives.

Performance Measures-are the methods to be used by the Government to monitor or assess how well the contractor performs objectives.

Use of Performance Measures and Standards

Not every performance objective in this solicitation has a related performance standard or measure. However, every performance objective is a contractual requirement. For those performance objectives that do not specify a performance standard or measure, the standard or measure is inferred to be in accordance with standard commercial practices (that is, substantially complies with customary trade practice). When specified, performance standards and measures may be used to achieve a variety of goals, including the collection of data to test the practicality of a performance standard, the identification of a performance standard of less than 100 percent compliance, emphasis on the most critical performance objectives, the collection of data to support quality assurance and remedies (including the evaluation of past performance and for discussions at appropriate meetings), and other similar goals.

Preferred Applications for Contractor-Provided Information

Microsoft Word and Microsoft, PowerPoint, Excel, and Lotus Notes, data, reports, plans, and documentation for the DCC program. These are the preferred applications for the creation, storage, and retrieval systems most widely used for DSCA internal and contractor deliverable data and correspondence.

2.0 Contract Administration Support

Performance Objective No. 1. The Contractor shall provide support for administration of the FMF/DCC program. Critical functions to be provided are comprehensive management and oversight of logistical requirements for defense articles and services for international customers. The contractor personnel shall provide maintenance of the Direct Commercial Contracts Application Database to ensure accurate and complete data entry input of contractual requirements.

Performance Standard: 100 percent

Performance Measure: Daily Support

Annual reports of current security clearances 100 percent of the time.

Performance Objective No. 2. The contractor shall expedite processing of critical logistic requirements requiring immediate attention. In partnership with the Government and Government designated contractors, the contractor personnel shall attend regular quarterly meetings with government officials and foreign customers to provide status reports on audit resolutions and recommendations. The Government shall lead all discussions involving meetings with government agencies, contractors, and foreign customers and the government shall mutually make decisions.

Performance Standards:

1. Weekly progress and status reports of DCCs shall be delivered the first day of each week.
2. Monthly progress and status reports of Defense Contract Audit Agency audits within 30 calendar days of receipt of DCAA audit report, with subsequent written recommendation for resolution to DCAA audit findings. Notification to contractor and international customer to correct deficiencies.
3. Monthly status reports identify problem areas; provide planned resolution actions, or recommendations for corrective actions with estimate completion date.

Performance Measure:

Report is complete and accurate 100 percent of the time.

Performance Objective No. 3. The Contractor shall provide support for DSCA/MEAN-ME/DCC requirements regarding management consultation support in the area of DCCs. Other tasks will include: providing contract administration support, analytical and information technology support to assist DSCA in the administration process of contracts between international customers and US industry. The Contractor personnel shall provide technical, and analytical support of direct commercial contracts to assist DSCA in areas such as: contractor eligibility, acquisition of standard/non standard items, US and non-U.S. content items acquired, competition in procurements, pre-award surveys, contract financing, elements of contracts, offset considerations, contractor disclosures & certifications, commissions & contingent fees, travel related costs, letters of credit, transportation issues, performance considerations, audits, pricing, generally accepted accounting principles and disputes/arbitration.

Performance Standard:

Submission of a contract package to the COR within 30 calendar days of receipt of funding requests from international customer.

Performance Measure:

Correspondence is complete and accurate 100 percent of the time.

Performance Objective No. 4. The Contractor personnel responsibilities will include: identifying COTS items, documenting requirements, and qualifying requirements for FMF funding based on description/definition of COTS items in accordance with DSCA's policy guidelines.

Performance Standard:

The contractor personnel shall supply written correspondence detailing DSCA's funding decision within 30 calendars of receipt of funding request from international customers.

Performance Measures:

Correspondence is complete and accurate 100 percent of the time.

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

10.0 Contract Type.

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

11.0 Training.

Contractor personnel will have the required skills sets needed to conduct their duties. The government will afford the contractor a reasonable amount of time away from their normal duties to attend Contractor provided training, provided that absences due to such training do not adversely impact the client's mission.

12.0 Privacy Act.

Each contractor personnel will sign a non-disclosure statement.

13.0 Contract POC:

Ms. Toye Y. Latimore
Contracting Officer
Defense Security Cooperation Agency (DSCA)
201 12th Street, South, Ste 303
Arlington, VA 22202-5408
Commercial: (703) 601-3848
Fax: (703) 601-1671
Email: Toye.Latimore@dscs.mil

14.0 DD 254 Secret Clearance:

Email: www.dior.whs.mil/forms/dd0254.pdf

SECTION L

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2004)

(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.

INSTRUCTIONS 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. No hard copy of this

Veterans Day
 Thanksgiving Day
 Christmas Day
 New Year's Day
 Martin Luther King, Jr. Day
 Presidents Day
 Independence Day
 Labor Day
 Memorial Day

7.0 Performance.

- 7.1 Place: The Contractor shall perform activities in applicable DSCA and related organizational spaces.
 7.2 Period of Performance: Base year with three (3) one-year options.
 7.3 GFE/Data: The Government will provide supplies such as paper, pens, GFE and other office equipment, such as telephone service, (local & long distance), computer & software, standard office equipment and furniture as required for a normal office setting.
 7.4 Travel: All travel must be approved in advance by the COR. Reimbursement for travel will be in accordance with the Joint Travel Regulation (JTR).

8.0 Proprietary Information.

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

9.0 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 submitting to the corresponding DFAS office. The COR is responsible for submitting a DD 250 to certify all invoices.

Please submit invoices to the following addressee:

Defense Security Cooperation Agency (DSCA)
 Attn: DSCA/MEAN-ME Ms. Del Woods
 201 12th Street South, Suite 203
 Arlington, VA 22202-5408
 Phone: (703) 604-6630
 Fax: (703) 602-1671
 Email: del.woods@dsca.mil

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

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

INSTRUCTIONS FOR PAYMENT OFFICE;

3.0 Problem areas.

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

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

Standard Operational Procedures will be available to the contractor at the place of performance where applicable. The Government will provide the contractor with an office space with a desk, telephone, and computer at DSCA, 201 12th Street, South, Ste 303, Arlington, VA 22202-5408. The Government will also supply contractor personnel with any additional supplies required to perform the task as outlined in 1.0 above.

5.0 Contract Management.

The COR will provide oversight for this Statement of Work.

Deliverable	Due Date	Performance Objective/Task
Security Clearance Report	Annually	Performance Objective No. 1
Weekly (Written) Status Report	Weekly	Performance Objective No. 2
Quarterly Meetings	Quarterly	Performance Objective No. 2
Monthly (Written) Status Report	Monthly	Performance Objective No. 2
Weekly (Written) Status Report	Weekly	Performance Objective No. 3
Weekly (Written) Status Report	Weekly	Performance Objective No. 4
Monthly (Written) Report	Monthly	Task No. 3.0
Orientation	Annually	Task No. 4.0
Deliverables Change Request	Monthly	Task No. 5.1
Monthly Invoices	Monthly	Task No. 9.0
Disclosure Statement	Annually	Task No. 12.0

5.1 Deliverables: Deliverables at the request of DSCA may include: weekly written status reports to the cognizant government technical representatives, and written reports, generally in the form of monthly status reports, will also be provided highlighting progress, as determined by the COR.

6.0 Period of Performance.

The Period of Performance for this effort is 1 July 2005 – 30 June 2006. Core hours of Operation are 8:30 A.M. – 5:00 P.M. The three one year option period will begin July 1, 2006 - 30 June 2007, and 1 Jul 2007 – 30 June 2008, and 1 Jul 2008 - 30 Jun 2009. All personnel will perform duties at DSCA facilities located at 201 12th Street South, Suite 303, Arlington, VA 22202-5408. Any material/equipment/supplies will be provided by DSCA. The Government is not open for business on the following holidays:

Columbus Day

solicitation will be issued. All updated information pertaining to this solicitation will be sent electronically to the prospective offerors. Offerors may hand carry their proposals to the following address prior to the closing date of this solicitation:

Defense Security Cooperation Agency
201 12th Street, South, Ste 203
Arlington, VA 22202-5408
Attn: Ms. Nadine Payne (703) 604-0893

2. Questions - The cut-off date for all questions is February 15, 2005 at 9:00 A.M. Eastern Daylight Time (EDT). Request that all offerors email all questions in writing to Ms. Nadine Payne at nadine.payne@dsca.mil

1. Responses to all questions will be in the form of an amendment and electronically sent to prospective offerors.

2. All proposals shall be submitted as follows:

a. The contractor shall submit a written copy of the cost and technical proposal for consideration before the due date and time for this RFP. ~~Proposals shall be submitted no later than Wednesday, February 2, 2005 at 9:00 A.M. EST.~~

b. Your proposal must demonstrate the rationale used to develop pricing. Items, which should be addressed, include: skill mix, number of hours per skill level, and Other Direct Costs. If Other Direct Costs are proposed, you must include a breakout of those costs. Offerors should break down cost for the base year and each option year respectively.

(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;
- (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 60 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) 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) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094; Telephone (215) 697-2667/2179; Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) 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 \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

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

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

**c. 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, the following are added and shall apply to the submission requirements in response to this solicitation:

(1) Proposal Format - All offerors must submit written proposal materials as described below and in the quantities of each volume as stated. In addition, the Offeror should also provide an electronic version of its proposal on Microsoft Windows-compatible 3.5-inch 1.4 MB diskette(s) or 650 MB CD-Rom (CD-R) in Microsoft Windows Word latest version and Excel format or latest version. Any pricing information will be on separate disk(s) from the technical information. In the case of a conflict between the electronic and the hard copy, the hard copy will be considered the correct version.

Volume 1 - 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 2 - Relevant Experience (Submit 1 with original document and 3 copies). - The relevant experience will consist of a 50 page or less document. The offeror must submit Relevant Experience in accordance with instructions provided below in paragraph 2 (Proposal Composition Requirements and Instructions).

Volume 3 - Technical Approach (Submit 1 with original documents and 3 copies) - The Technical Approach statement will consist of a 50 page or less document that outlines the company's concept of operations, to include its skills and capability to meet the requirements of this acquisition. Offerors must demonstrate capability and experience in the areas of; understanding of the work, management of operations, and quality control as described in Paragraph 2 (Proposal Composition Requirements and instructions) below. The Technical Approach statement will be evaluated against the criteria listed under Evaluation Factors in the addendum to FAR 52.212-2, Evaluation, Commercial Items.

Volume 4 - Contracting/Pricing Volume - (Submit 1 with original documents, and 3 copies):
Contracting/Pricing Volume will be submitted separately with all executed RFP Documents. Prices will be evaluated for reasonableness. Instructions for preparation of the Contracting/Pricing Proposal are provided below.

(2) Proposal Composition Requirements and Instructions

Volume 1 - Past Performance Information

NOTE: *In the event that an Offeror has no Past Performance history, e.g. a new firm, this rating factor will be considered neutral and will neither increase an Offeror's overall rating nor decrease it.*

1. The offeror shall provide a minimum of five (5) references relevant to its past performance and its major subcontractor's past performance in providing similar services under existing or prior contracts for the last 5 years. The offeror shall have its references complete the Past Performance Questionnaire (PPQ) and have the references submit the completed PPQ directly to Ms. Nadine Payne, Defense Security Cooperation Agency (DSCA) 201 12th Street, South, Ste 203, Arlington, VA 22202 before the closing date of this solicitation. Fax copies of the PPQ are acceptable and should be sent to 703-602-1671.

2. The offeror shall provide a list of no more than three (3) contracts completed within the past three years, which clearly demonstrates the offeror's performance relevant to the requirements and all contracts and subcontracts currently in process. Contracts listed may include those entered into by the Federal Government, state and local government agencies and commercial customers.

3. Offerors that are newly formed entities without prior contracts or new to the solicitation requirements, with no relevant past performance history, must list no more than three (3) references, for all key personnel whose experience the offeror proposes will demonstrate their ability to perform the solicitation requirements.

2. Include the following information for each contract:

- Name and address of contracting activity, state or local government agency, or commercial customer.
- Point of contact (POC). - Contract number.
- Contract type (fixed price/cost reimbursement, competitive/non competitive, negotiated/sealed bid)
- Contract value.
- A description of the services/work required under the contract, including performance location (s) and performance period.
- Name, telephone number, and facsimile number of the Contracting Officer or other individual responsible for awarding the contract.
- Name, telephone number, and facsimile number of the Administrative Contracting -Officer or other individual responsible for administering the contract.
- Name, telephone number, and facsimile number of program manager, operations officer or other individual responsible for technical oversight of contract performance.

5. The offeror should provide information on problems encountered on the contracts and subcontracts identified above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance. General performance information will be obtained from the references.

6. The offeror may describe any widely recognized quality awards or certifications that the offeror has earned. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications. Identify the segment of the company (one division or the entire company) that received the award or certification and when the award or certification was bestowed. If the award or certification is more than three years old, present evidence that the qualifications still apply.

7. The Government may contact the references provided in the offer, former customers, etc. to enquire about past performance to include, but not limited to, its reputation for conforming to terms and conditions, for accurately estimating and controlling costs, for adherence to contract schedules (including the administrative aspects of performance); for reasonable and cooperative behavior, and commitment to customer satisfaction. The Government may contact references other than those identified by the offeror. The sub factors are list below:

a. Sub-Factor A, Quality of Service: Will be evaluated for the offeror's record of conforming to specifications and providing quality services.

b. Sub-Factor B, Timeliness of Performance: Will be evaluated for the offeror's ability to meet contractual performance schedules.

c. Sub-Factor C, 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.

Volume 2 -Relevant Experience.

The Government will evaluate the extent at Which the offeror can demonstrate prior experience in the following areas (information must be provided on each area):

a. Sub-Factor A, Experience in basic computer knowledge (Microsoft Office Package and Lotus Notes).

b. Sub-Factor B, Basic knowledge and understanding of the contracting process for acquisition of commercial items.

c. Sub-Factor C, Knowledge and understanding of FAR, DFARs, and other procurement regulations and statutes, to include Guidelines for Foreign Military Financing of Direct Commercial Contracts.

d. Sub-Factor D, Knowledge and understanding of electronic document management, records management, and contract system database management. The Government will also evaluate the level of experience/expertise of the offeror's work experience from other projects that are relevant to the tasks outlined in Section J of the Solicitation.

Volume 3 – Technical Approach.

The Government will evaluate the Offeror's technical capability to determine the degree to which the information provided by the offeror in its proposal demonstrates the offeror's ability to manage, supervise, and perform in accordance with the contract requirements and the sub factors listed below.

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

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

c. Sub-Factor C, Quality Control (QCP): The QCP must demonstrate the contractor's ability to provide oversight, measurements, and reporting processes to ensure compliance with all contract requirements. The

Quality Control Plan must include all elements in the PWS and Performance Requirements Summary; to include a comprehensive and effective Safety and Security programs that complies with all contract safety and security requirements.

Volume 4 - Contracting/Pricing Volume:

1. The Contracting/Pricing Volume shall consist of the OFFER (the solicitation document as completed and signed to include, as a minimum, the pricing sheet /schedule B, filled in for the base year (one year) and all option years two-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 5.

3. Offerors shall comply with all requirements of the proposal submission instructions. Deviations shall be fully explained; however, inclusion of price/cost in documents other than the Price Proposal is not an acceptable deviation.

End of Addendum to 52.212-1

PAST PERFORMANCE QUESTIONNAIRE

Fax or email the completed questionnaire to:

Nadine Payne
Contract Specialist
Defense Security Cooperation Agency
201 12th St. South, Suite 203
Arlington, VA 22202-4306
Comm: (703) 604-0893, Fax: (703) 602-1671
Email: nadine.payne@dscs.mil
Solicitation #HQ0013-05-R-0010

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

SECTION M

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. Relevant Experience
3. Technical Approach
4. Price

ORDER OF IMPORTANCE

Past Performance is most important. Relevant Experience is significantly less important than Past Performance and more important than Technical Approach. Technical Approach is less important than past performance and relevant experience. When combined, all non-priced factors are significantly more important than price.

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

a. Factor 1, Past Performance: Past performance information will be obtained from references provided by the offeror who completed the Past Performance Questionnaire and from other sources known to the Government or learned of in the course of the evaluation. An offeror who has no relevant past performance history for a particular sub-factor will not be evaluated favorably or unfavorably (i.e. will be given a neutral rating for that factor.) Each offeror will be evaluated on performance under existing and prior contracts for similar services. Performance information will be used for both responsibility determinations and as an evaluation factor. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the contract under consideration.

The Government may contact the references provided in the offer, former customers, etc. to enquire about past performance to include, but not limited to, its reputation for conforming to terms and conditions, for accurately estimating and controlling costs, for adherence to contract schedules (including the administrative aspects of performance); for reasonable and cooperative behavior, and commitment to customer satisfaction. The Government may contact references other than those identified by the offeror. The following are sub-factors:

(1) Sub-Factor A, Quality of Service: Will be evaluated for the offeror's record of conforming to specifications and providing quality services.

(2) Sub-Factor B, Timeliness of Performance: Will be evaluated for the offeror's ability to meet contractual performance schedules.

(3) Sub-Factor C, Business Practices/Customer Satisfaction: Will be evaluated for the Conduciveness of offeror's business practices to ensure a cooperative and frictionless relationship with its customers.

All subfactors for past performance will be of equal importance.

b. Factor 2, Relevant Experience. The Government will evaluate the extent at which the offeror can demonstrate prior experience in the following areas (information must be provided on each area):

(1) Sub-Factor A, Experience in basic computer knowledge (Microsoft Office Package and Lotus Notes).

(2) Sub-Factor B, Basic knowledge and understanding of the contracting process for acquisition of commercial items.

(3) Sub-Factor C, Knowledge and understanding of FAR, DFARS, and other procurement regulations and statutes, to include Guidelines for Foreign Military Financing of Direct Commercial Contracts.

(4) Sub-Factor D, Knowledge and understanding of electronic document management, records management, and contract system database management. The Government will also evaluate the level of experience/expertise of the offeror's work experience from other projects that are relevant to the tasks outlined in Section J of the Solicitation.

All subfactors for relevant experience will be of equal importance

c. **Factor 3, Technical Approach:** The Government will evaluate the Offeror's technical capability to determine the degree to which the information provided by the offeror in its proposal demonstrates the offeror's ability to manage, supervise, and perform in accordance with the contract requirements and the sub factors listed below

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

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

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

All subfactors for technical approach will be of equal importance.

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

Related Definitions.

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

(2) **Weakness.** A flaw in the proposal that increases the risk of unsuccessful contract performance. A "significant weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

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

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

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

Proposal Ratings.

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

(1) Excellent: To receive this rating, proposed offer demonstrates a thorough understanding of the requirements. The Offeror has a very high probability of success in completing the requirements. All factors/sub factors must have received a rating of Excellent/Low Risk.

(2) Good: To receive this rating, proposed offer demonstrates a good understanding of the requirements. The Offeror has a high probability of success in completing the requirements. All factors/sub factors must have received a rating of a least Good/Medium Risk.

(3) Satisfactory: To receive this rating, proposed offer demonstrates an acceptable understanding of the requirements. The Offeror has a moderate probability of success in completing the requirements. All factor/sub factors must have received a rating of at least Satisfactory/Medium Risk.

(4) Unsatisfactory: To receive this rating, the proposed offer has received an Unsatisfactory/High Risk rating in one of the non-price factors/sub factors.

(5) High Performance Risk: Likely to cause significant disruption to schedule, increased cost or degradation of performance. Risk may be unacceptable even with special contractor emphasis and close government monitoring.

(6) Moderate Performance Risk: Can potentially cause some disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will probably be able to overcome difficulties.

(7) Low Performance Risk: Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will probably be able to overcome difficulties.

(8) Neutral: Insufficient relevant past performance information available.

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

3. 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.

4. 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.

5. 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)