

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 301. REQUISITION NUMBER
HE125420083340002

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2. CONTRACT NO		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HE1254-09-T-0006		6. SOLICITATION ISSUE DATE 30-Mar-2009				
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SUMMERLIN WALKER				b. TELEPHONE NUMBER (No Collect Calls) 703-588-3622		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 28 Apr 2009				
9. ISSUED BY DOD EDUCATION ACTIVITY ATTN: PROCUREMENT DIVISION 4040 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1635 TEL: FAX:		CODE HE1254		10. THIS ACQUISITION IS ☒ UNRESTRICTED ☐ SET ASIDE: % FOR ☐ SB ☐ HUBZONE SB ☐ 8(A) ☐ SVC-DISABLED VET-OWNED SB ☐ EMERGING SB SIZE STD: \$25M NAICS: 511210			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		12. DISCOUNT TERMS			
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE								
17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY 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								26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
☒ 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 2 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				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:								

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

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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

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

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

Section SF 1449 - CONTINUATION SHEET

BASE YEAR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Annual Software License	1	Each		
	Base Year				
FOB: Destination			NET AMOUNT		
PURCHASE REQUEST NUMBER: HE125420083340002					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0002	Training		Days		
	Base Year In accordance with PWS section 4.7				
FOB: Destination			NET AMOUNT		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0002AA	Face to Face Training	3	Days		
	Base Year In accordance with PWS section 4.7				
FOB: Destination			NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0002AB	Extra Training	1	Days		
	Opitonal Extra Day of Training In accordance with PWS section 4.7				
FOB: Destination			NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0002AC	Extra Training	1	Days		
	Opitonal Extra Day of Training In accordance with PWS section 4.7				
FOB: Destination			NET AMOUNT		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0003	Travel	1	Lot		
	Base Year In accordance with PWS paragraph 8.0 Only travel requested and approved by the Contracting Officer's Representative or the Contracting Officer will be reimbursed. Not to Exceed: \$5,000 NOTE: This line item may not be expended				
FOB: Destination			ESTIMATED NET AMOUNT		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0004	Customization	1	Lot		
	Base Year All customizatон must be requested and approved by the Contracting Officer's Representative or Contracting Officer prior to the Contractor beginning customization work. Only work requested and approved by the responsible government personnel will be paid for; NOTE: All funds obligated against this line item may not be expended. The contractor is responsible to notify the COR when 80% of these funds have been used. Cost per hour for customization work (fully loaded)_____ (contractor to offer) Not to Exceed: \$10,000				
FOB: Destination			ESTIMATED NET AMOUNT		

OPTION YEAR 1

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1001	Annual Software License	1	Each		
	Option Year 1				
FOB: Destination			NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1002	Training		Days		
	Option Year 1 In accordance with PWS section 4.7				
FOB: Destination			NET AMOUNT		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1002AA	Face to Face Training	3	Days		
	Option Year 1 In accordance with PWS section 4.7				
FOB: Destination			NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1002AB	Extra Training	1	Days		
	Opitonal Extra Day of Training In accordance with PWS section 4.7				
FOB: Destination			NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1002AC	Extra Training	1	Days		
	Opitonal Extra Day of Training In accordance with PWS section 4.7				
FOB: Destination			NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1003	Travel	1	Lot		
	Option Year 1 In accordance with PWS paragraph 8.0 Only travel requested and approved by the Contracting Officer's Representative or the Contracting Officer will be reimbursed. Not to Exceed: \$5,000 NOTE: This line item may not be expended				
FOB: Destination			ESTIMATED NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1004	Customization	1	Lot		
	Option Year 1 All customizatoin must be requested and approved by the Contracting Officer's Representative or Contracting Officer prior to the Contractor beginning customization work. Only work requested and approved by the responsible government personnel will be paid for; NOTE: All funds obligated against this line item may not be expended. The contractor is responsible to notify the COR when 80% of these funds have been used. Cost per hour for customization work (fully loaded)_____ (contractor to offer) Not to Exceed: \$10,000				
FOB: Destination			NET AMOUNT		

OPTION YEAR 2

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2001	Annual Software License	1	Each		
	Option Year 2				
FOB: Destination			NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2002	Training		Days		
	Option Year 2 In accordance with PWS section 4.7				
FOB: Destination			NET AMOUNT		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2002AA	Face to Face Training	3	Days		
	Option Year 2 In accordance with PWS section 4.7				
FOB: Destination			NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2002AB	Extra Training	1	Days		
	Optional Extra Day of Training In accordance with PWS section 4.7				
FOB: Destination			NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2002AC	Extra Training	1	Days		
	Opitonal Extra Day of Training In accordance with PWS section 4.7				
FOB: Destination			NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2003	Travel	1	Lot		
	Option Year 2 In accordance with PWS paragraph 8.0 Only travel requested and approved by the Contracting Officer's Representative or the Contracting Officer will be reimbursed. Not to Exceed: \$5,000 NOTE: This line item may not be expended				
FOB: Destination			ESTIMATED NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2004	Customization	1	Lot		
	Option Year 2 All customizatoin must be requested and approved by the Contracting Officer's Representative or Contracting Officer prior to the Contractor beginning customization work. Only work requested and approved by the responsible government personnel will be paid for; NOTE: All funds obligated against this line item may not be expended. The contractor is responsible to notify the COR when 80% of these funds have been used. Cost per hour for customization work (fully loaded)_____ (contractor to offer) Not to Exceed: \$10,000				
FOB: Destination			NET AMOUNT		

OPTION YEAR 3

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3001	Annual Software License	1	Each		
	Option Year 3				
FOB: Destination			NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3002	Training		Days		
	Option Year 3 In accordance with PWS section 4.7				
FOB: Destination			NET AMOUNT		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3002AA	Face to Face Training	3	Days		
	Option Year 3 In accordance with PWS section 4.7				
FOB: Destination			NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3002AB	Extra Training	1	Days		
	Opitonal Extra Day of Training In accordance with PWS section 4.7				
FOB: Destination			NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3002AC	Extra Training	1	Days		
	Opitonal Extra Day of Training In accordance with PWS section 4.7				
FOB: Destination			NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3003	Travel	1	Lot		
	Option Year 3 In accordance with PWS paragraph 8.0 Only travel requested and approved by the Contracting Officer's Representative or the Contracting Officer will be reimbursed. Not to Exceed: \$5,000 NOTE: This line item may not be expended				
FOB: Destination			ESTIMATED NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3004	Customization	1	Lot		
	Option Year 3 All customizatoin must be requested and approved by the Contracting Officer's Representative or Contracting Officer prior to the Contractor beginning customization work. Only work requested and approved by the responsible government personnel will be paid for; NOTE: All funds obligated against this line item may not be expended. The contractor is responsible to notify the COR when 80% of these funds have been used. Cost per hour for customization work (fully loaded)_____ (contractor to offer) Not to Exceed: \$10,000				
FOB: Destination			NET AMOUNT		

OPTION YEAR 4

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
4001	Annual Software License	1	Each		
	Option Year 4				
FOB: Destination			NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
4002	Training		Days		
	Option Year 4 In accordance with PWS section 4.7				
FOB: Destination			NET AMOUNT		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
4002AA	Face to Face Training	3	Days		
	Option Year 4 In accordance with PWS section 4.7				
FOB: Destination			NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
4002AB	Extra Training	1	Days		
	Opitonal Extra Day of Training In accordance with PWS section 4.7				
FOB: Destination			NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
4002AC	Extra Training	1	Days		
	Opitonal Extra Day of Training In accordance with PWS section 4.7				
FOB: Destination			NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
4003	Travel	1	Lot		
	Option Year 4 In accordance with PWS paragraph 8.0 Only travel requested and approved by the Contracting Officer's Representative or the Contracting Officer will be reimbursed. Not to Exceed: \$5,000 NOTE: This line item may not be expended				
FOB: Destination			ESTIMATED NET AMOUNT		

ITEM NO OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
4004	Customization	1	Lot		
	Option Year 4 All customizatoin must be requested and approved by the Contracting Officer's Representative or Contracting Officer prior to the Contractor beginning customization work. Only work requested and approved by the responsible government personnel will be paid for; NOTE: All funds obligated against this line item may not be expended. The contractor is responsible to notify the COR when 80% of these funds have been used. Cost per hour for customization work (fully loaded)_____ (contractor to offer) Not to Exceed: \$10,000				
FOB: Destination			NET AMOUNT		

Administrative Information**A. Points of Contact:**

Contracting Officer:	TBA at contract award 4040 N. Fairfax Drive Arlington, VA Telephone: 703-588-XXXX FAX: 703-588-XXXX
Contract Specialist:	Summerlin Walker 4040 N. Fairfax Drive Arlington, VA Telephone: 703-588-3622 FAX: 703-588-3713 Summerlin.Walker@hq.dodea.edu
Contracting Officer's Representative: (COR)	TBA at contract award 4040 N. Fairfax Drive Arlington, VA Telephone: 703-588-XXXX FAX: 703-588-XXXX

The COR is not authorized to make commitments or changes that will affect price, quality, quantity, delivery or any other term or condition of the contract. Reference Clause 252.201-7000 (Contracting Officer's Representative).

B. ADMINISTRATION, ACCOUNTING, AND APPROPRIATION DATA

The Administration Office and Accounting & Appropriation Data will be entered at time of award. Payment will be made by Electronic Funds Transfer (EFT) to the account registered in the Central Contractor Registration (CCR) database.

C. INVOICE SUBMISSION

1. **Payment** shall be based on receipt of a proper invoice and satisfactory contract performance (as indicated on the respective Receiving Report completed by the COR). The Contractor shall comply with the content of invoice requirements specified at FAR 32.905, "Payment Documentation and Process," and at FAR Clause 52.212-4, paragraph (g) "Invoices." Failure to provide a proper invoice can result in return of invoice for correction and delay of payment.

2. The Contractor shall submit an original invoice to:

Mail:	DoDEA PROCUREMENT DIVISION ATTN: INVOICE PROCESSING 4040 N FAIRFAX DRIVE ARLINGTON VA 22203-1635
Fax:	703-588-3713

D. Tax Exemption Status. DoDEA is an activity of the Federal Government. As such, state agencies are precluded from taxing them by reason of the Supreme Court decision in McCullough v. Maryland, 17 US 316 (1817). In addition, the various states have codified this immunity by appropriate statutes. DoDEA Federal Tax Identification Number: 53-0207336.

E. Contract Type and Duration. Contract award type shall be a Firm-Fixed Price Contract. The base period shall be 12 months from date of award with the Government's option to extend performance for up to four 12-month base periods in accordance with FAR 52.217-9, Option to Extend the Term of the Contract.

F. Commercial Provision - Section 508 - IT Requirement. All electronic hardware and software procured under this contract/purchase order must comply with Section 508 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794d) and the Architectural and Transportation Barriers Compliance Board Electronic Information Technology (EIT) Accessibility Standards (36 CFR part 1194). Further information is available via the Internet at <http://www.section508.gov>.

Web Content Management System (WCMS) Project

1.0 INTRODUCTION

- 1.1 The Department of Defense Education Activity (DoDEA) serves the educational needs of the dependents of military and civilian employees by providing PK-12 instruction to approximately 85,000 students in seven states, twelve foreign countries, Guam, and Puerto Rico. The number of students varies based on the deployment of military troops worldwide. DoDEA's curriculum, resources, and student achievement scores on standardized assessments compare favorably to high-performing US public schools.
- 1.2 DoDEA is divided into three administrative areas. DDESS (Domestic Dependent Elementary and Secondary Schools) covers seven states, Puerto Rico, and Cuba. DoDDS (Department of Defense Dependent Schools) is divided into DoDDS-Europe and DoDDS-Pacific. The former consists of England, Germany, Italy, Belgium, Netherlands, Spain, Portugal, Turkey, and Bahrain. The latter consists of Korea, Japan, and Guam.

2.0 BACKGROUND

- 2.1 DoDEA needs to facilitate information dissemination in order to better serve its primary customers (sponsors, students, and staff). A web content management system (WCMS) would enhance communication and collaboration between key stakeholder groups in the organization.
- 2.2 The DoDEA website has four unique components: DoDEA HQ, DoDDS-Europe, DoDDS-Pacific, and DDESS. Each area website is, in turn, broken down into distinctive sections. The DoDEA HQ site consists of several individual office sites under the HQ umbrella and "specialty" subject matter specific sites. The area sites are broken down into district sites which, in turn, are broken down into school sites. Over 200 distinct websites fall under the DoDEA umbrella.
- 2.3 Each area, district, and school site, by virtue of its independence, has developed its own identity and structure; ultimately creating an "un-unified" web presence. Too often DoDEA's primary customers view a network site and have no clear indication they are browsing a DoDEA website.
- 2.4 The latest effort to unify the DoDEA sites, which occurred in the 2006-07 school year, was only limited to the HQ network of websites. The result was a consolidated template that has been utilized in over 90 percent of the HQ sites. However, several offices continue to manage their own spaces and retain identities which do not conform to the corporate brand. Similar unifying efforts at the area and district levels have been attempted with the same level of success. A global effort to unify DoDEA's websites will be attempted for the first time as part of the WCMS implementation.

3.0 SCOPE

- 3.1 DoDEA's requirement is to align its web presence so its primary customers are presented with a unified and coherent view of the organization. The WCMS project will ultimately allow subject matter experts (SME) to manage and share content more efficiently, collaborate with each other more effectively, and disseminate information more quickly to their customers (sponsors, students and staff) in a global environment. DoDEA is seeking licenses to a commercially available product. Some customization may be required to meet DoDEA's needs and expectations and which will be able to power both the intranet and public facing site.

3.2 DoDEA will award contracts for a base year plus four option years. During the base year DoDEA HQ, DoDDS-Europe's HQ, and one district and one school within the DoDDS-Europe Area will be unified. In the option years, the remaining portions will be systematically added.

3.2.1 Once a successful rollout has been properly executed and documented in DoDEA HQ, the remaining areas will be brought into the process with each district and school to follow. It is expected that the entire project will be completed in Option Year 1.

3.2.3 DoDEA will require maintenance and upgrading of the WCMS in the remaining option years.

3.2.4 DoDEA may require customization of the WCMS during the base and/or option years.

4.0 REQUIREMENTS

4.1 There are four major WCMS requirements: content creation, content management, content publishing, and presentation. In addition, there are DoDEA requirements related to rights, training, referencing, and customization.

4.2 Content Creation: *The Contractor's WCMS shall:*

4.2.1 Support the creation and management of static and dynamic online forms. I.e. forms to request information.

4.2.2 Support a What You See Is What You Get (WYSIWYG) authoring environment for content creators, which does not require HTML skills or other technical knowledge to create pages. The authoring interface shall be entirely web-based and shall not require the need for additional third-party downloads or plug-ins. The WYSIWYG interface shall also provide support for Cascading Style Sheets (CSS) and site styles and have the ability to restrict or remove specified options such as external HTML, styles, fonts, colors, etc.

4.2.3 Allow for the publication of content to multiple formats with content being separated from presentation and display elements while remaining "format neutral". All formatting shall be applied by the publishing engine.

4.2.4 Possess a structured authoring environment for the creation of structured content types, e.g., press/media releases.

4.2.5 Manage database (Oracle and SQL) content.

4.2.6 Include automated content conversion and migration tools so that existing HTML content can be migrated into the new system.

4.2.7 Have content sanitation capabilities so that content that is directly copied and pasted from applications, such as Microsoft Word, is "cleaned" prior to publication. "Cleaned" means the automatic sanitization of content by performing such actions as removing invalid HTML codes, application-specific formatting, etc.

4.2.8 Enforce the publication of accessible content to include enforcing "alt" tags for images, semantic markup of tables, and valid HTML. In addition, the WCMS shall check authored content for compliance against accessibility standards and prevent content from being published without the necessary changes being made.

4.2.9 Enable authors to utilize a simple link mechanism for creating a range of links between topics, including hypertext links within related topics. The linking capabilities shall allow for automated link checking to ensure that there are no broken links, real time consistency checks to ensure

errors are quickly identified and corrected, global view of links and the ability to generate link reports within the system.

- 4.2.10 Permit the re-use of content in various contexts and delivery methods.
- 4.2.11 Permit a range of metadata entries (such as creator, subject, keywords, etc.) to be gathered for each content, media, or topic item entered into the system. The system shall permit the management of a global indexing, topic, and category taxonomy for tagging and indexing content.
- 4.2.12 Manage access to content items so that it avoids version corruption and supports the collaborative creation of content by geographically separated groups.
- 4.2.13 Allow for the immediate preview of draft content within the authoring environment so that content can be viewed as it appears in the final production site.
- 4.2.14 Possess a comprehensive contextual help menu designed to assist users that is presented in a tutorial or procedural style, written in non-technical language, includes references to live documentation, and have the ability to provide PDF documents for “off-line” reference.
- 4.2.15 Possess a consistent user interface for all components.
- 4.2.16 Have an authoring environment that is operational on multiple platforms and browsers to include the latest releases of Internet Explorer, Safari, and Mozilla Firefox and their previous version.
- 4.3 Content Management: The Contractor's WCMS shall:
 - 4.3.1 Integrate with the Lightweight Directory Access Protocol (LDAP).
 - 4.3.2 Allow for the versioning of all content and assets to include
 - Content/pages templates, style sheets, users and permissions, media and configuration and security settings.
 - Ability to retrieve the state of the entire website or a portion of it on a given date and time. The recovered site/sub site shall be a fully functional, including hypertext links, images, and other related files.
 - 4.3.3 Have the capability to define workflows so that all content added to the site is filtered through a required approval process and so that the actual state of a content item is easily identifiable. The WCMS shall allow the following:
 - Multiple status settings for content items, such as draft, in review, published, expired, etc.
 - Simple linear workflows with a limited number of steps, ability to define approval routing based on rules and user permissions
 - Capturing of comments entered by reviewers
 - Defining content milestones and workflow schedule with the capability either to escalate the workflow steps automatically or to notify the relevant author or administrator of a delay in the workflow process.
 - Supporting authorization by staff groups, according to defined rules (majority, unanimous, etc.)
 - 4.3.4 Allow administrators or qualified users the ability to create and modify workflow rules without vendor assistance. The administration tool shall allow for:
 - Creating new workflows and deleting old workflows
 - Updating roles or steps in existing workflows
 - Modifying conditional rules
 - Running reports, including status summaries

- 4.3.5 Scan uploads for viruses.
- 4.3.6 Have the ability to generate access and usage reports and (1) the ability to create customized reports via a simple mechanism and (2) the ability to export reports in standard formats for use in third-party applications. This capability involves comprehensive reports of usage statistics to include:
- Most popular pages/downloads/assets (videos, etc.)
 - Daily usage
 - Monthly trends
 - Types of browsers used to access the site
 - Any other related technical reports.
- 4.3.7 Have the ability to absorb and filter content from third parties via Really Simply Syndication (RSS) feeds.
- 4.3.8 Have the ability to generate and filter RSS feeds.
- 4.3.9 Specify a release and expiry date for each topic and content item in the repository. When the release date arrives, the content management system shall publish the topic to the relevant destinations. At the expiry date, the content shall be automatically removed from the site and archived to a specific destination. Content owners shall be notified in advance of the expiry date to allow them to take appropriate actions (if required).
- 4.3.10 Have a highly configurable facility to send notifications, warning and error messages via corporate email to specified users. Supported email protocols shall include an Simple Mail Transfer Protocol (SMTP) and Microsoft Exchange server.
- 4.3.11 Store a local copy of the repository at each of the four area offices to reduce the reliance on the central repository and to properly utilize network resources. This solution shall demonstrate the capability to handle connectivity and transfer issues in a global environment to mitigate any connectivity and bandwidth issues.
- 4.3.12 Provide mechanism for end-users to provide feedback on specific pages on the site and have that feedback tracked and routed to the appropriate content owner.
- 4.3.13 Manage and catalog all website assets so that they can be re-purposed and used in more than one location, topic, or page.
- 4.3.14 Include a digital asset manager tool which can:
- Classify (or otherwise group) the files within the repository, making it easier for authors to find and manage the assets
 - Capture metadata when documents are added
 - Search or browse for documents within the repository
 - Version workflow of items within the repository
 - Restrict authors to only use documents stored within the repository
 - Limit the size of uploaded documents (no larger than a specified value)
 - Define document lifespan. When a document expires, it shall be archived or removed from production.
 - Alert users when a document is nearing its lifespan expiration date for review
 - Scan/spider document repository to tag and identify documents not referenced within the website

- Ability to generate automatic ‘thumbnails’ of images to allow them to be previewed before being used. When not possible, ability to create, design and upload alternate thumbnails
 - Resize/resample or crop images
 - Capture extensive metadata for each item (if it exists), including exif and iptc data if included in media files.
 - Convert common graphic formats.
 - Support all major graphic types (*psd, raw, gif, jpeg, tif, bmp, eps, png, etc.*)
 - Support for a wide range of multimedia video and audio formats, including, but not limited to, *.mov, .mp3, .mp4, .wav, .wmv, .swf, .flv, .mpg, .aac, .avi, .m4v, .mxf, etc.*
 - Management of multiple formats for each asset (such as both a low and high-res version of a video file)
 - Export capabilities tailored for both general and publication use.
- 4.3.15 Permit the management of multiple localized event calendars that are accessible to all main and sub-sites and that share individual and multiple events for display across selected or all calendars. The calendar function shall allow for the import and export of calendars to common office formats, including the iCalendar standard, and have the ability to tie into and interface into Exchange/Outlook.
- 4.3.16 Have the ability to interface to a document management system such as Microsoft Office Sharepoint.
- 4.4 Content Publishing: The Contractor’s WCMS shall:
- 4.4.1 Enforce style-based editing, and prevents the use of custom formatting. The desired appearance shall then be applied during publishing via the style sheets.
- 4.4.2 Allow administrators to update publishing style sheets via the administration interface.
- 4.4.3 Permit the mapping of different style sheets for particular sections of the website.
- 4.4.4 Utilize global template libraries.
- 4.4.5 Permit publishing multiple and separate websites that share and utilize the same digital assets and content to include:
- Point-and-click interface within the WCMS for creating and configuring new sites.
 - Different domain names and URLs for each site.
 - Different page layouts and formatting for each site.
 - Options for different metadata schemas for each site.
 - Content sharing; allow re-purposed content to be used in more than one site at a time while ensuring that the content matches the stylistic settings of the site.
- 4.4.6 Publish pdf files from the website content and indicates whether the pdf is generated directly from the web pages and whether it can be formatted independently of the design and layout of the website.
- 4.4.7 Deliver usable content to hand-held or mobile devices.
- 4.4.8 Deliver and publish portions of or the whole site to CD/DVD ROM.
- 4.4.9 Publish content to XML.
- 4.4.10 Permit a fully functional version of the website to be published, partially or in its entirety to enable viewing/use in locations where an internet connection is not available.
- 4.4.11 Create, distribute, and manage email distribution lists within for use both within the WCMS and with external applications.

- 4.4.12 Create printable versions of all content pages.
- 4.4.13 Address load balancing issues to ensure near 100 percent site availability.
- 4.4.14 Support DoDEA's existing web and network architecture platform as outlined below:
 - The current DoDEA IT infrastructure is based on Microsoft networking products. The network is composed of a Windows Server 2003 Active Directory Forest with four child domains. The ideal solution shall fit into the current network architecture and seamlessly take advantage of its existing resources.
 - The selected WCMS shall have support for Oracle or Microsoft SQL databases.
- 4.4.15 Possess a built-in search engine as part of the overall content management solution.
- 4.5 Presentation: *The Contractor's WCMS shall:*
 - 4.5.1 Support services related to the design and development of front-end templates, which qualified DoDEA users can modify to fit DoDEA's needs.
 - 4.5.2 Be able to create user navigation aides such as bread-crumb navigation, quick links and the A-Z index.
 - 4.5.3 Be able to publish in human-readable and search engine-friendly URLs.
 - 4.5.4 Allow for auditing and removal of deleted, orphan, or moved pages from the system and which automatically generates page requests of deleted pages or moves pages to alternate locations.
- 4.6 Rights: The Contractor shall permit DoDEA to replace its corporate branding with the DoDEA image.
- 4.7 Training: *The Contractor shall:*
 - 4.7.1 Provide face-to-face training that shall cover content creation, content management, content publishing, and presentation so that DoDEA's webmasters will be able to implement the WCMS system and understand the range of modifications they will be able to perform in adjusting the software to DoDEA's unique environments. Included in the training shall be agency-centric documentation for the primary WCMS user groups, i.e., the authors, information architects, system administration, web designers, and developers.
 - 4.7.1.1 Provide training shall be for approximately ten DoDEA webmasters and related staff.
 - 4.7.1.2 Conduct training in a facility to be provided by the Government located at DoDEA HQ.
 - 4.7.1.3 The length of the training will be 3-5 days with the exact length to be determined at the Post-Award meeting.
 - 4.7.1.4 Prior to the actual face-to-face training, the Contractor shall present a dry run of the training at DoDEA HQ.
- 4.8 Reference: *The Contractor shall:*
 - 4.8.1 Provide software upgrades and industry standard technical support during the length of the contract.
 - 4.8.2 Have provisions for disaster recovery.
- 4.9 Customization: The Contractor's WCMS shall permit self-sufficiency for both administration and future development. However, the Government recognizes that additional customization by the contractor may be required during the life of the contract.

5.0 TECHNICAL REQUIREMENTS

- 5.1 **Section 508 Compliance:** All software—stand-alone, network or web-based—shall be Section 508 compliant (www.Section508.gov).
- 5.2 All online resources and instructional software shall meet DoDEA information security requirements, such as not containing vulnerabilities posing risk to the network. All software and websites shall undergo preliminary testing to ensure that it poses no security risk to the DoDEA Infrastructure. Any IT component of the Contractor's proposal that fails to meet DoDEA's information security and technology requirements shall be excluded from further evaluation. All software/Plug-Ins/Add-Ons shall meet DoDEA's requirements for the DoD Information Assurance Certification & Accreditation Process (DIACAP), Defense Information Systems Agency (DISA) Information Assurance Vulnerability Assessment (IAVA) requirements, and Security Technical Information Guidance (STIG) standards. The Contractor shall provide security patches, patch updates, upgrades, and workarounds for software, including third-party applications in response to publicly released vulnerabilities associated with their software solution. Contractor software solutions shall not interfere with other installed software and shall not modify the system security configuration. The Contractor shall develop and provide software upgrades within 30 days of notification shall any of the software/plugin be found vulnerable and non-compliant with DISA standards." to "Shall any of the software/plugin be found vulnerable and non-compliant with DISA standards, the Contractor shall develop and provide software upgrades within 30 days of notification. Any additional software requirements may be subject to the DIACAP process prior to contract award.
- 5.3 DoDEA requires the use of software which may be installed and/or accessed in a stand-alone environment, a network environment or web-based environment that is compatible with standards cited herein. All software shall be completely functional on a standard DoDEA desktop without the need for user rights greater than that of a member of the standard Windows 2000/XP local users' group. All software shall be compatible with the following hardware baseline:

Specifications	Minimum
Memory	256 Mb
Hard Drive	40 GB
Processor	P4 – 2.4 GHz
Operating System	Windows 2000

- 5.4 All windows, fly-out menus, etc. shall work from within an environment that blocks popup windows. Additionally, all web-based software shall not require the use of streaming videos or downloads, such as Java Applets.
- 5.5 All software packages shall support unattended installation methods used by enterprise software packaging and deployment systems, i.e., Microsoft Systems Management Server, Computer Associates Unicenter software delivery, and Symantec Altiris deployment solution
- 5.6 The Contractor shall deliver any online materials on a web-based platform and provide course or video files in QuickTime v.6.0+ and Windows Media v.9+ formats, and /or Flash 6+ format that are compatible with the hardware and operating system requirements listed in Section 5.3. The software shall run successfully in the existing DoDEA environment.
- 5.7 The Contractor's solution shall be robust enough to serve the needs of a large community of learners dispersed across the world using a variety of bandwidths. The Contractor's solution

shall be scalable and able to expand to meet future growth, both in terms of the volume of instruction and the size of the student body.

- 5.8 Maintenance and support shall be available for the duration of the contract. Maintenance is defined as automatic distribution of upgrades and revisions that can be accomplished using a combination of Internet and or email.
- 5.9 The Contractor shall be willing to sign Non-Disclosure Agreements (NDA), which shall prohibit the disclosure, publishing, divulgence, or release of any information to include, but not limited to Information Technology Assurance and Compliance information.

6.0 DELIVERABLES

- 6.1 Participate in a Post-Award Conference, a one-day meeting at DoDEA HQ in Arlington, Virginia. At that meeting, DoDEA staff and the Contractor shall review the contract, coordinate details associated with the initial deployment of the WCMS and IT resources and requirements for the initial deployment and draft an initial deployment and training schedule in order to meet the delivery schedule. The number of training days required will be determined at this meeting.
- 6.2 No later than 45 days after the Post-Award Conference, Contractor(s) shall participate in a second meeting for one day at DoDEA HQ in Arlington Virginia. At that time, the Contractor(s) shall:
- 6.2.1 Present a dry run of the face-to-face training. The Contractor shall make revisions within 30 days of receiving written feedback from the Government.
- 6.2.2 After finalization, the Contractor shall provide up to 5 days of face-to-face training for approximately ten DoDEA IT/web specialists and managers at a site provided by DoDEA either in Northern Virginia or Peachtree City, Georgia.

7.0 PERFORMANCE AND DELIVERY SCHEDULE

- 7.1 The Contractor shall furnish all services to be performed and all items to be delivered in accordance with the following delivery schedule:

Year	Item	Ref.	Timeline
Base	Post-Award Conference	6.1	Within seven business days after award
	- Initial deployment schedule - Training schedule - IT Resources and requirements - Product Delivery and Installation		
	Present dry run of face-to-face training	6.2.1	Within 45 days of the Post-Award Conference
	Revise/Finalize face-to-face training	6.2.1	Within 30 days of receiving written feedback
	Provide face-to-face training	6.2.2	Within 60 days of receiving written feedback
	Initial deployment	3.2.1	By the end of the base year

Year	Item	Ref.	Timeline
Option 1	Continued deployment until completed system wide	3.2.2	By the end of Option Year 1
Option 2-4	Maintenance and upgrading	3.2.3	Ongoing
Base or Option	Customization	3.2.4	TBD

8.0 CONTRACTOR TRAVEL

Contractor costs for Government authorized travel are included in this contract. All travel shall be in accordance with FAR 31.205-46 and applicable travel regulations (Joint, Federal or Standardized). All travel must be reviewed and pre approved by the COR. Contractor payment claims shall include applicable documentation to support actual costs incurred (e.g., airfare and hotel/lodging receipts) as well as any receipts valued at or above \$75.00. Failure to provide appropriate documentation may result in loss of reimbursement of travel expenses.

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.217-5	Evaluation Of Options	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2008
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-50 Alt I	Combating Trafficking in Persons (Aug 2007) Alternate I	AUG 2007
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998

ADDENDUM TO FAR 52.212-1
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(BEST VALUE)
(TRADE-OFF - AWARD WITHOUT DISCUSSIONS)

PROPOSAL SUBMISSION REQUIREMENTS

INST-1 Notice. The Government intends to make award without holding discussions with offerors. Therefore, offerors are encouraged to include their best terms and conditions (both price and technical) in the initial offer. By submitting an offer in response to this solicitation, offerors are agreeing to comply with all terms and conditions contained in the solicitation. In this solicitation, the words "offer" and "proposal" are used interchangeably. (See definition of "offer" at FAR 2.101.) Except for any portions of the offeror's proposal incorporated into the resulting contract by specific reference, the terms and conditions included in the solicitation, including any amendments, shall take precedence over the offeror's proposal. The contractor's submittal to this solicitation is a binding offer which can be accepted by the government. It is not a quote

INST-2 *The Written Proposal*. Each offeror shall submit a written proposal consisting of the following documents:

INST-2.1 Certifications and Requirements for Pass-Fail Criteria. **If the offeror fails to adequately provide any of the following items, its proposal will not be eligible for further evaluation.**

INST-2.1.1 The offeror shall self-certify that its WCMS can:

- Integrate with the corporate directory authentication service (LDAP)
- Support Cold Fusion
- Interface with both Oracle and SQL server data sources
- Meets Section 508 Compliance (<http://www.section508.gov>)

INST-2.1.2 Offerors shall submit a test copy of their software. DoDEA will confirm each product is compatible with Department of Defense (DoD) Information Assurance Requirements. Live, full-access trials will be conducted by DoDEA Information Assurance Personnel who will examine all software to ensure it meets the DoDEA Information Assurance Requirements. Offerors shall provide full access, user names and passwords. Any component not meeting this requirement will not be eligible for further evaluation.

INST-2.2 Completed offer with price schedule. The Standard Form 1449 is to be completed without deviations with blocks 17 and 30 filled in.

INST-2.3 Completed representations & certifications as required by FAR clause 52.212-3 and DFARS Clause 252.212-7000.

INST-2.4 Past performance information.

INST-2.4.1 Submit information for at least three relevant contracts and subcontracts started or completed within the past 3 years (measured from the date of this solicitation). Submit a separate Past Performance Information Collection Sheet for each contract. (A copy of the sheet is attached to the solicitation.) Include past performance information regarding predecessor companies, key personnel who have relevant experience and subcontractors that will perform major or critical aspects of the work. (For proposed subcontractors, clearly identify the work each will perform.) For each contract submitted, explain why it is relevant to this contract, and provide information on problems encountered and the actions taken to correct such problems. (Relevancy is defined in the DOD guide to collection and use of past performance as "information that has a logical connection with the matter under consideration and applicable time span.")

INST-2.4 A written technical proposal. The technical proposal is to be no more than 15 pages in length (including coversheet, diagrams and attachments) and must

- Describe the way the offeror's WCMS meets the requirements shown in the SOW
- Describe the back-up and disaster recovery strategies to ensure the safekeeping of information and rapid and full recovery of data
- Specify services and timeframes covered under its industry standard technical support
- Describe what type of customization DoDEA experts could/should be able to achieve
- Specify the warrant and related terms and conditions
- List the documentation that would be available to DoDEA users

INST-3 Access to test site. The offeror shall provide access to a test site so that government personnel can perform a hands-on evaluation of the contractor's proposed product. The test site must provide the Government with a good understanding of the following elements of the contractor's WCMS system:

- Content Creation. How well does the system perform functions such as the creation and management of online forms, support of WYSIWYG Editor for content creation, publication of format neutral content, support of structured content (i.e.) press/media releases), content conversion and migration tools, content sanitation, and enforcement of accessibility standards.
- Content Management. How well does the system perform functions such as retrieval or recovery of partial or full site states for a given date and time, versioning of all content and assets, manage workflows and workflow rules, scanning of uploads for viruses, generation and customization of assess and usage reports, content streaming/multi-casting
- Content Publishing. How well does the system perform functions such as enforcement of specific styles and prevent custom formatting, updating style sheets by administrators, mapping styles to specific sections of websites by administrators, support of the use of global templates, publishing multiple and separate websites, delivering content to handheld devices, publishing portions or entire sites to CD/DVDs, and automatically publishing PDF files from website content
- Presentation. How well does the system perform functions such as the generation of navigation aids such as "bread crumbs", publishing human readable and search engine-friendly URLs, and the auditing and removal of deleted, orphaned or moved content assets.

INST-4 You must submit an original copy of your completed offer so that it is received by no later than April 28 2009, 2:00 PM Eastern Standard Time at the following location:

DoDEA Procurement Division
4040 North Fairfax Drive, 4th Floor
ATTN: Summerlin Walker
Arlington, VA 22203-1635

INST-4.1 The government will evaluate the written proposals and the contractor's products via the contractor's test site in accordance with the evaluation criteria addressed in the addendum to FAR 52.212-2. Contractors who are eligible for award after evaluation of their written proposals/test sites will be notified by no later than May 22, 2009. Notified contractors will be invited to make oral presentations. Only the most highly rated offerors who can be efficiently evaluated in the time which the government has allotted for oral presentations will be invited to present.

INST-5 Oral Presentations: The Offeror shall provide (1) an overview of the online system and (2) a demonstration of the WCMS addressing the requirements of the SOW. The presentation shall also demonstrate the WCMS from the perspectives of system users and administrators (school, district, area and system level). Oral presentations will be scheduled around June 1 – June 5. and will be held at 4040 North Fairfax Drive, Arlington, VA 22203. The offeror is limited to a maximum attendance of four people. Presentation will be scheduled to begin at 8:00 AM EST and offerors will be allowed access to the facility at 7:30 AM DEST for setup and preparation. The contractor's presentation can be no longer than 75

minutes in duration. Clarifications via a question and answer session may be held after each presentation. The question and answer session is not included in the 75 minutes of presentation time.

INST-5.1 Oral Presentation Content: The demonstration of the WCMS publishing model shall address the following:

- How the publishing process operates (static or dynamic)
- Programming languages supported in addition to Cold Fusion.
- What user actions are required to initiate the publishing process
- What software must be installed onto the production web server
- How the publishing environment would operate in an environment where the production web server is strictly protected behind a firewall
- How the publishing environment addresses test, staging and development servers
- How rapidly changes can be published to the site
- Whether individual pages, sections and/or topics can be published to the site without requiring a full site rebuild
- Whether content can be published "on demand", or whether it must be/can be scheduled
- How content is published to multiple sites and environment (i.e., intranet, internet, multiples network sites)
- Skills required to develop new code, templates, etc
- Level of integration between the publishing engine and information in the asset repository
- How the publishing system can interface with other document management system, i.e. Microsoft Sharepoint
- How the publishing system integrates Cold Fusion technology and how it can connect to data sources
- Description of the support documentation provided with the WCMS
- How future upgrades are handled
- What type of warranty is offered with the product
- Scenarios to be demonstrated:
 - o Adding a digital asset, i.e., image, video, audio file.
 - o Adding a press release or similar structured content item and utilizing the added digital asset
 - o Adding a home page feature
 - o Adding a new website section
 - o Modifying a website template
 - o Adding a new website to the system
 - o Adding global content and local content specific to one area or site

INST-6 *Formal Communications:*

- Formal communications such as requests for clarifications and/or information concerning this solicitation must be submitted in writing by fax (703) 588-3713 or e-mail to Summerlin Walker, Contract Specialist at Summerlin.Walker@hq.dodea.edu.
- No information concerning this solicitation or requests for clarification will be provided in response to telephone calls. Inquiries will be answered and provided to all potential offerors via amendment to the solicitation.
- No inquiries will be considered if received **more than fifteen (15) calendar days** after the issue date of this solicitation.

(End of Addendum)

CLAUSES INCORPORATED BY FULL TEXT

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. Price will not be scored, however, to be considered for award, a proposal must be determined to be fair and reasonable. The Government intends to make award without discussions, but reserves the right to hold discussions before award. The following factors shall be used to evaluate offers: Technical, Past Performance and Price

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2008)
ALTERNATE I (APR 2002)

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

(a) Definitions. As used in this provision:

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

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

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

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

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

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

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

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

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

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

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

___ Over 1,000 ___ Over \$17 million

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

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

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

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

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

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

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

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

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

___ Black American.

___ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

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

(List as necessary)

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

(g)

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

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

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

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

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:

Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:

Country of Origin:

[List as necessary]

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

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

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

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

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

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

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

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

(ii) Examples.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•

--	--

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

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

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

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

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

(2) () Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

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

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

- () Corporate entity (tax-exempt);
- () Government entity (Federal, State, or local);
- () Foreign government;
- () International organization per 26 CFR 1.6049-4;
- () Other -----.
- (5) Common parent.
- () Offeror is not owned or controlled by a common parent;
- () Name and TIN of common parent:

Name -----.

TIN -----.

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

(End of provision)

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

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the 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 the 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 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.

(b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) 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) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).
- (ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$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.
- (iii) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).
- (iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)(38 U.S.C. 4212).
- (v) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)
- (vii) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, et seq.).
- (viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (ix) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
- (x) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.)
- (xi) 52.222-54, Employment Eligibility Verification (Jan 2009). (Not applicable until May 21, 2009.)
- (xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(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 60 months.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

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

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

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

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

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

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

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

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

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

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

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern

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

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

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

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

FAR clauses/provisions: <http://www.arnet.gov/far>

DFARS clauses/provisions: <http://www.acq.osd.mil>

FAR and DFARS clauses/provisions: <http://farsite.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR clauses/provisions: <http://www.arnet.gov/far>

DFARS clauses/provisions: <http://www.acq.osd.mil>

FAR and DFARS clauses/provisions: <http://farsite.hill.af.mil>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Defense FAR Supplement (48 CFR Chapter Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Far Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign

concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2008) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (FEB 2008) (DEVIATION)), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

ADDENDUM TO FAR 52.212-2
EVALUATION FACTORS FOR AWARD

(BEST VALUE)
(TRADE-OFF)
(AWARD WITHOUT DISCUSSIONS)

EVAL-1 Applicable Regulatory Guidance. The Government will make an award decision for this requirement using the evaluation processes described in FAR 12, 13 and 15. As allowed by FAR 13.106-2, the contracting officer has used broad discretion in fashioning suitable evaluation procedures which allow the government to evaluate offers in an efficient and minimally burdensome manner.

EVAL-2 Determining Best Value. The Contracting Officer will use a trade-off process to determine which offer represents the best value to the Government. This process allows the Contracting Officer to consider making award to other than the lowest priced offeror or other than the highest technically rated offeror. Per FAR 12.602, the Government is not describing the relative importance of the evaluation factors.

EVAL-3 Evaluation Process and Award Decision. The contractor must first pass the Pass-Fail Criteria as described in INST-2.1 to be considered for further evaluation. If an offer meets the Pass-Fail Criteria then the written proposal (INST-2) and the contractor's provided test site (INST-3) will be evaluated against the Evaluation Factors of Price, Past Performance and Technical Merit listed below. Once this step in the evaluation is complete, the government will invite the contractors with the most highly ranked offers to provide an oral presentation. Only the most highly rated offerors who can be efficiently evaluated in the time which the government has allotted for oral presentations will be invited to present. The oral presentations will then be evaluated and considered along with all the factors listed in EVAL-3.1 below. Government evaluators will form a consensus opinion of each offeror's ability to accomplish the contract work based on all the evaluation factors and present it to the contracting officer. The contracting officer will independently exercise prudent business judgment to make the award decision based on the offer that represents the best value to the Government. The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Nevertheless, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

EVAL-3.1 Factors. The following factors will be used to determine best value.

EVALUATION FACTORS (TRADE-OFF)		
FACTOR		
Price		
Past Performance		
	The Government will evaluate timely completion of work; quality of work; customer satisfaction; cost controls for additional work; and safety. However, the Government reserves the right to evaluate other areas and reserves the right to determine, on a case-by-case basis, how much emphasis to place on any given area.	

Technical Merit	Element 1 – Content Creation, per INST-3	Evaluated via Hands-on Assessment
	Element 2 – Content Management, per INST-3	Evaluated via Hands-on Assessment
	Element 3 – Content Publishing, per INST- 3	Evaluated via Hands-on Assessment
	Element 4 – Presentation, per INST-3	Evaluated via Hands-on Assessment
	Element 5 - Written Description of system as required by INST-2.4	Evaluated via Written Proposal
Oral Presentation	Per INST-5	Evaluated via Oral Presentation

(End of Addendum)

Solicitation No. [HE1254-09-T-0006] PAST PERFORMANCE INFORMATION COLLECTION SHEET (Submit this sheet with Package 2 of your proposal)	
Instructions to Offeror: You must do 2 things for each past performance reference you intend to submit with your offer. They are: (1) complete a separate Past Performance Information Collection Sheet (i.e., this form) for each reference; and (2) send each reference a copy of the attached questionnaire and instruct the reference to submit the completed questionnaire directly to the person identified in the questionnaire no later than the date specified in the questionnaire.	
1.	Your firm's name:
2.	Contract number of the contract to which this past performance information applies:
3.	Description, location & relevancy of work: <i>(Note: Relevancy is defined as something that has a logical connection with the matter under consideration, e.g., similar contract size and type of work. It is your responsibility to establish relevancy.)</i>
4.	Your customer's name and address:
5.	Your customer's point of contact (name, telephone number, fax number, and email address) <i>(NOTE: <u>IT IS YOUR RESPONSIBILITY TO ENSURE POINTS OF CONTACT CAN BE CONTACTED BY THE GOVERNMENT'S EVALUATORS AND THAT THEY WILL COOPERATE.</u>)</i> :
6.	The prime contractor's name and address if you were a subcontractor on this contract:
7.	Your role (e.g., Prime, Member of Joint Venture, Subcontractor, etc.) and work performed by your in-house forces:
8.	Contract price:
9.	Extent and type of work you subcontracted to other firms:
10.	Date started _____ and date completed _____. (If not completed, give percentage of completion and expected completion date.)
11.	Did you receive a written performance evaluation for this contract? (Yes/No) If yes, what rating did you receive?
12.	Was your contract/subcontract terminated for default? If so, attach an explanation of the circumstances.

PAST PERFORMANCE QUESTIONNAIRE	
SOLICITATION NUMBER: [HE1254-09-T-0006]	
Greetings: The Department of Defense Dependents Schools – Europe is going to evaluate the past performance record of businesses that respond to our solicitation for offers. The business that sent this questionnaire to you intends to give your name as a reference. To help us evaluate this business's past performance, we ask that you complete this questionnaire and return it to the person named below. (Please do not send it back to the business that sent it to you.) We appreciate your assistance in this matter.	
Instructions to evaluator: Using the definitions given below, please mark a rating in the appropriate block for each question and give a brief reason for the rating you have given. You may complete the questionnaire by hand.	
RATING	DEFINITION
OUTSTANDING	Past performance record reflects a consistent commitment to quality work and customer satisfaction with few problems, all of which were immediately corrected.
ABOVE AVERAGE	Past performance record reflects a consistent commitment to quality work and customer satisfaction with few problems, most of which were immediately corrected.
SATISFACTORY	Past performance record is inconsistent—mostly good but some bad. Several problems were encountered. Most were satisfactorily resolved. Some required extra effort on the part of customer's personnel to obtain resolution.
MARGINAL	Past performance record is inconsistent—some good but mostly bad. Several problems were encountered. Some were satisfactorily resolved. Too many required extra effort on the part of customer's personnel to obtain resolution.
UNSATISFACTORY	Past performance record reflects a consistent lack of commitment to quality work and customer satisfaction.
UNKNOWN	Customer has no experience upon which to base a rating.
XXXXXXXXXXXXXXXXXX	XX
Questions to be answered by evaluator:	
1. What is your opinion of the evaluated business's safety record?	
Rating (check appropriate box)	Reason for rating:
Outstanding	
Above Average	
Satisfactory	
Marginal	
Unsatisfactory	
Unknown	
XXXXXXXXXXXX	
2. What is your opinion of the evaluated business's record of identifying and correcting problems?	
Rating (check appropriate box)	Reason for rating:
Outstanding	
Above Average	
Satisfactory	
Marginal	
Unsatisfactory	
Unknown	
XXXXXXXXXXXX	

3. What is your opinion of the evaluated business's responsiveness to your requirements (including meeting contract schedules)?		
Rating (check appropriate box)		Reason for rating:
Outstanding		
Above Average		
Satisfactory		
Marginal		
Unsatisfactory		
Unknown		
XXXXXXXXXXXX		
4. What is your opinion of the evaluated business's maintenance and repair record for vehicles and/or equipment used on your contract?		
Rating (check appropriate box)		Reason for rating:
Outstanding		
Above Average		
Satisfactory		
Marginal		
Unsatisfactory		
Unknown		
XXXXXXXXXXXX		
5. What is your opinion of the evaluated business's record of providing adequate numbers of trained, experienced, competent personnel?		
Rating (check appropriate box)		Reason for rating:
Outstanding		
Above Average		
Satisfactory		
Marginal		
Unsatisfactory		
Unknown		
XXXXXXXXXXXX		
6. What is your overall level of satisfaction with the evaluated business's performance?		
Rating (check appropriate box)		Reason for rating:
Outstanding		
Above Average		
Satisfactory		
Marginal		
Unsatisfactory		
Unknown		
XXXXXXXXXXXX		

The information you have given will be held in confidence. In the event we need to discuss this matter with you we would appreciate having your name, telephone number, and email address. Please enter in the places provided below.

EVALUATED BUSINESS'S NAME	
YOUR FIRM'S NAME	
YOUR NAME	
TELEPHONE NUMBER	
EMAIL ADDRESS	

Please return completed questionnaire no later than: [2:00 PM 28 April 2009]

Send to:

Summerlin Walker
Contract Specialist
DoD Education Activity
4040 North Fairfax Drive
Arlington, VA 22203-1635
(P): 703-588-3622 (F) 703-588-3713
Summerlin.Walker@hq.dodea.edu

Thank you for your help.