

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   69	
2. CONTRACT NO.		3. SOLICITATION NO. H92222-09-R-0003	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 30 Oct 2008	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY HQ USSOCOM SOAL-K ATTN: AMY CHAUVIN 7701 TAMPA POINT BLVD MACDILL AFB FL 33621		CODE H92222	8. ADDRESS OFFER TO <b>See Item 7</b>		(If other than Item 7)	CODE	TEL: FAX:
		TEL: 813-826-2274 FAX: 813-286-2264					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME ANITA DELOACH	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 813-282-8795 EXT 6103	C. E-MAIL ADDRESS julia.deloach@socom.mil
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)				
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**SECTION B - SUPPLIES OR SERVICES AND PRICES**

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0001	Base Year Support FFP FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0002 OPTION	Option Year 1 Support FFP FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	Option Year 2 Support FFP FOB: Destination	UNDEFINED			
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	Option Year 3 Support FFP FOB: Destination	UNDEFINED			
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	Option Year 4 Support FFP FOB: Destination				

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MAX  
NET AMT

## SECTION C - DESCRIPTIONS AND SPECIFICATIONS

**Introduction.** The U.S. Special Operations Command (USSOCOM) requires the capability to posture for rapid, on-order global dissemination of web-based influence products and tools in support of strategic and long-term U.S. Government goals and objectives. The Joint Staff and the Office of the Secretary of Defense (OSD) have tasked USSOCOM with developing an Internet architecture, the Trans-Regional Web Initiative (TRWI), which Combatant Commands (COCOMs) can use as necessary in support of the Global War on Terror (GWOT). This requirement jointly supports USSOCOM, U.S. Strategic Command (USSTRATCOM), and the Global Combatant Commands (GCCs). This performance work statement initiates activities to build a technical architecture and Internet-based infrastructure that will help meet a critical and long-term, enduring dissemination requirement. Proposals shall consist of cost and technical sections that clearly articulate a detailed plan to develop, design, construct, operate, and maintain a series of synchronized influence websites supporting COCOM GWOT requirements and theater security cooperation activities. Proposals shall include a phased approach for each website, separated by tasks and include costs per phase/task.

**1.0 Overall Objective.** The primary objective of this contract is to develop, design, construct, operate, and maintain influence websites supporting COCOM theater security cooperation activities and GWOT requirements. The Government requirements are based upon establishing a price per website, (The Government estimates a minimum of two and no more than twelve websites) in the directed languages and conceptual approaches approved by the Government to support COCOM websites.

### 2.0 Detailed Objectives:

**2.1 Task 1: Develop, operate and maintain a minimum of two prototype websites in the directed languages and conceptual approaches approved by the Government.** Government requirements for this contract will be based on initial research of the target audiences; required languages and turn around time for translated content, other Concept of Operations (CONOP) requirements, and meetings with representatives from designated COCOMs and USSOCOM. The development of all COCOM influence websites will take into account a thorough understanding of cultural intricacies and customs across all targeted regions. The Government expects the Contractor to create surveys asking questions related to design styles, colors, and website features to a focus group made up of the target audience. The Government will provide the contractor with Government Furnished Information (GFI) from any existing, USSOCOM-operated influence website strategies to create the operational plan. The Government anticipates that the contractor will develop a network of indigenous content stringers and staff of editors and site managers for the designated COCOM websites. Kickoff meeting(s) will be scheduled and coordinated by the Joint Military Information Support Command (JMISC) upon receipt of an approved CONOP and website requests from the COCOMs. This contract will support the development, operation, and maintenance of multiple networked websites.

**2.2 Task 2: Develop and operate websites tailored to foreign audiences per COCOM-approved CONOPs, conceptual approaches and previously developed prototypes.**

Contractor will develop websites and operate those websites at accepted industry standards, with consideration for regional and local cultural and social norms. The Government will require the use of XHTML, PHP, Java scripting, and flash development. Website development will be divided into its various functional areas for each website; content, site development, design and usability, and user and staff training. Websites will be at Initial Operating Capability (IOC), as defined by USSOCOM and the respective COCOM, at the completion of website development. The Government will require the contractor to provide “ghosted” websites that are protected by username and password and ready to go active upon approval by the COCOM and USSOCOM, specifically the JMISC. The Contractor will be required to research, collect and analyze data and make recommendations to the Government on methods to shape the global media landscape, develop techniques, exploit new and emerging Internet technologies and techniques, and maximize use of industry best practices, including but not limited to Really Simple Syndication (RSS 2.0), slideshows, video content syndication (podcasts), email subscription list server hosting, polls, surveys, blog integration, streaming video/audio, and advanced search. The following paragraphs will describe/ address the specifications for the websites.

**2.2.1** The Contractor shall be prepared to publish content in the below listed languages, with the specific languages for each website as determined by COCOM-provided CONOPs. Offeror will provide required translation services as appropriate. The requirement is that the linguists be highly-trained professionals who are native speakers of the target language and have experience in professional translation. Government requires that the linguists employ the American Translators Association (ATA) –recognized methodologies to verify native translation. It is desired that translators hold and maintain membership in the ATA. (Languages may change over the course of the contract.)

**2.2.1.1** Initial language estimates include but will not be limited to Modern Standard Arabic, French, English (British dialect and spelling), American, Portuguese, Spanish, Armenian, Azeri, Chinese, Farsi, Georgian, Hindi, Punjabi, Russian, Tagalog, Thai, Urdu, Bahasa (Indonesian and Malay)

**2.2.2** Government requires that all TRWI website(s) be operational and accessible on the Internet 24 hours a day, seven days a week, with a 99% reliability rate. Contractor must provide the analytical, technical, and consulting support required to execute the concept of operating 24-hours per day, 7 days per week, worldwide and geographically/culturally targeted websites.

- 2.2.3** Contractor should be prepared to provide appropriate content seven days per week, though actual schedule will be determined by each COCOM CONOPs. All content will be posted to the website server in time for audiences in the targeted regions to view new content in all directed languages during respective designated prime viewing hours, based on time zone and cultural norm, which will be addressed in the CONOP. News items and features will be updated as directed from the Government in accordance with the applicable COCOM CONOP.
- 2.2.4** Contractor will collect, produce, and configure content material and maintain a catalog of the content material for loading onto the websites. An archival system will be emplaced to ensure all material posted to the websites will remain available to the target audiences. All contractor produced original content, content synthesized from other sources that is configured and posted, reader comments or feedback comments, will all become the property of the Government and will be administered by USSOCOM (JMISC); this includes content that is rejected for posting or otherwise not posted, as well as, business practices, actual URLs and those closely associated URLs as determined by USSOCOM (JMISC), website names, and other pertinent information.
- 2.2.5** The Contractor will be required to immediately respond to COCOM website POC requests to refresh the content material onto the TRWI websites as required. Placement of all content on the website(s) will follow the content approval processes identified in COCOM CONOPS.
- 2.2.6** The Government requirement for website format will be tailored to attract information consumers based upon the concurrent evaluation and trend analysis of the websites' consumer demographics. Access to all measures of performance and measures of effectiveness, particularly website traffic trends, will be available to all COCOMs upon demand using Internet-based tools.
- 2.2.7** The contractor will be required to procure, operate and maintain web server platform hardware and software to include redundant systems with satisfactory data backup, security, intrusion detection, and capacity support production, staging, development, analysis, and web activities. The following operational, security, and procedural measures will be incorporated by the contractor:
- 2.2.7.1** A read-only Host website of the main content pages with updates as determined by respective CONOPs, and completely refreshed within 30 minutes of notification of a possible site intrusion.
  - 2.2.7.2** A daily updated Host website in English and in all other languages as determined by respective CONOPs. Content will be pulled by open

database connectivity protocol and file transfer protocol from the content development website.

- 2.2.7.3** Electronically host content with Core Features to include text and graphics consisting of:
  - 2.2.7.3.1** Website Content Provisioning - serving daily worldwide web surfers that are using Netscape 6.0, Internet Explorer 5.5, Firefox 2.0 and above version web browsers and/or latest browsing technology.
  - 2.2.7.3.2** E-mail List Server Hosting with real time list server capability to support distribution of daily news summaries to individuals interested in receiving direct email subscriptions.
  - 2.2.7.3.3** E-mail feedback system to receive, translate, route appropriately, and develop response to all e-mail from the feedback section of the websites.
  - 2.2.7.3.4** Comment feedback system to receive, translate, recommend approval of, and post as appropriate all comments regarding content, including but not limited to original individual features or news summaries.
  - 2.2.7.3.5** Free email service for users of TRWI websites, as determined feasible by USSOCOM (JMISC) and the COCOMs, in order to integrate them as active participants of the site. Users who wish to sign up may receive email addresses with the domain name of the respective TRWI site.
  - 2.2.7.3.6** A series of polling questions with anticipated responses will be developed and provided weekly for approval by the respective owning COCOM for posting to the respective TRWI website.
- 2.2.7.4** Links to appropriate national, regional, and internationally-oriented websites that support the established objectives of each respective COCOM TRWI website will be developed by the Contractor and recommended to USSOCOM and the respective COCOM for approval. Contractor shall maximize the placing of TRWI website links on these same identified national, regional, and internationally-oriented websites, again as approved by USSOCOM and the respective COCOM.

- 2.2.7.5** Search capabilities will be supported in the targeted languages.
  - 2.2.7.6** Contractor personnel will be required to be available 24 hours per day to make adjustments, add content and perform functions as required on two hours response.
  - 2.2.7.7** The Contractor supported TRWI websites must support users across the entire bandwidth spectrum. Host site bandwidth should be comparable to commercial equivalent websites, at a minimum T1-equivalent bandwidth. Low bandwidth users should not be impacted by “high bandwidth” designed webpages and/or downloadable content. Additionally, high bandwidth users should have access to high resolution content requisite with their bandwidth availability. The TRWI website architecture should incorporate bandwidth source sensing technology to ensure users are directed to the page with the appropriate resolution for bandwidth availability. Contractor shall also provide recommendations on best practices to ensure maximum penetration of websites to target audiences.
- 2.2.8** The Contractor shall:
- 2.2.8.1** Troubleshoot and return system to operational state within two hours of being taken offline due to maintenance/communications connection problems.
  - 2.2.8.2** Replace components/parts/server as necessary to maintain site availability.
  - 2.2.8.3** Provide web page posting responses remotely or on-site within one-hour of being notified.
  - 2.2.8.4** Provide maintenance response within two hours of being notified of website maintenance problems. Maintenance will be available 24 hours per day, seven days per week.
- 2.2.9** The Contractor will continuously research target audiences, salient information relevant to the target audiences (such as language and probable disposition toward prospective website features) using open source material and the current regional geopolitical situation as it relates to proposed website content.
- 2.2.10** Contractor will develop and use a logo, develop unique website format/layout, and a site name approved by the respective COCOM for which the site is

operated. This logo, website format/layout, and site name become the property of USSOCOM (JMISC).

- 2.2.11 The Contractor, after getting final approval from the respective COCOM, will secure rights to the chosen URL (as well as those of similar URLs, i.e. .com, .net, .info, .org, etc., as directed by USSOCOM and/or the COCOM.). The Government will retain ownership of the final approved URL, all similar URLs, and all content developed in support of these TRWI web operations.
- 2.2.12 The Contactor will schedule, coordinate, plan and make all preliminary preparations for developing, editing, and submitting website content material to the owning COCOM for review and approval prior to posting on the website. Approved content will be published on the websites as determined by respective CONOPS.
- 2.2.13 Website content will be formatted accordingly and delivered to the designated Government recipient.
- 2.2.14 The contractor shall accept control, development, and operation of any prototype and operational websites, any associated content (in any form), and all past, current and planned work (as coordinated during the contracting process) in support of such websites, under a Government-approved transition schedule, from current contractors with no operational impact or other degradation in performance as outlined in this document.

**2.3 Task 3: Develop and obtain content for use on the websites.** The Contractor will identify and describe potential information types and sources, and procedures to be used in obtaining, organizing, analyzing and incorporating this information into website content.

- 2.3.1 Contractor will ensure adherence to all applicable copyright **laws**. Content shall include but is not limited to original features, news, sports, entertainment, economics, politics, cultural reports, business, and similar items of interest to targeted readers. Content will be determined by guidance provided by the appropriate COCOM and in accordance with the respective CONOP. Websites will use latest tools, technologies, and best practices used by commercial media and U.S. Government (USG) sites.
- 2.3.2 Provide full-service cultural knowledge, linguistic/translation services, political, journalistic, editorial, media, and information technology subject matter experts. Proposals shall identify and describe potential information types and sources, and the procedures to be used in obtaining, organizing, analyzing and incorporating this information into website content.

- 2.3.3** Contractor is required to incorporate into TRWI websites the use of web logs (blogs), streaming Video/Audio, moderated chat rooms, downloads of wall papers (inclusive of calendars) when directed by USSOCOM (JMISC). Content will be oriented to the appropriate target audiences and will convey the messages and achieve the objectives identified by the respective COCOMs and USSOCOM (JMISC) in applicable CONOPs. Content requirement will consist of text, graphics, video, audio, and audio-visual components, including articles, features, photographs, downloads, podcasts, and all information features on the page. Content provided by Contractor shall demonstrate an intimate knowledge of the regional media markets as well as the cultural, social, political, and economic dynamics for the target region and target audiences. Content will focus on those areas of crucial importance to the target audiences in an effort to generate target audience interest and retain that interest over a long term. Content will strive to use items and events of regional interest and develop techniques to transmit timely, accurate, and comprehensive messages as directed by the COCOMs. Content will provide open and unbiased analyses of major events in the targeted regions and the ramifications of those events on the target audiences. Content will be oriented on identified foreign target audiences and not on domestic US audiences. Content will not replicate the role of DOD Public Affairs, namely the informing of target audiences regarding joint US military operations and activities.
- 2.3.4** Content managers will strive to involve and incorporate target audience generated content to the greatest degree possible.
- 2.3.5** Potential types and sources of information include, but are not limited to: News services, Allied, Partner Nation and USG Daily Briefings from unclassified sources; regional and issue-related sources; diplomatic sources; historical and biographical information repositories; Internet list server sources; links to major media, newspapers, and other significant websites; local and regional photo and camera coverage; peacekeeping and rebuilding information; GWOT related information; feature reporting subjects; entertainment, sports, and notable personalities; web logs (blogs), and others as may be determined by the contractor and approved by USSOCOM (JMISC). The Government will require a developmental website in UK dialect English to be operated and maintained for demonstration and development purposes for those TRWI websites that will not have an English version operational in the public domain.
- 2.3.6** Content development procedures will be reviewed, refined, and revised as directed by the Government. These procedures will become property of the Government.
- 2.3.7** The Government will require daily updates as determined by respective CONOPs.

- 2.4 Task 4 Identify, develop, obtain and maintain a network of native/indigenous content contributors with backgrounds in journalism, politics, academics, security, culture, entertainment, and other aspects of the GWOT, which appeal to identified foreign target audiences.** This network of contributors must provide regular scheduled content and be available to respond to emerging opportunities.
- 2.5 Task 5: Develop plans to measure both performance and effectiveness in order to determine website(s) success.** The Contractor shall continue to refine and develop the TRWI websites to determine what works and what needs to be improved, by charting new directions based on media research, communication trends, regional infrastructure, and website performance. Website performance and results will be monitored using concrete metrics that include, but are not limited to, visitor sessions, visitor session time, unique visitors, page views, subscribers (all inclusive of breakdowns by daily, weekly, monthly as well as, by language); reader comments and feedback; coverage in other local, regional, and international media (both in citations of TRWI websites and actual reprinting of TRWI content); most read features or content; most emailed features or content; survey and polling results; words translated for posting; requests for posting TRWI website links on other local, regional, and international websites; numbers of local, regional, and international websites linked to each TRWI website. This requirement will be continuous throughout the life-cycle of the trans-regional websites.
- 2.5.1** Contractor will provide monthly status reports and recommended enhancements to improve website performance. The demographics shall include at a minimum the following information. Other categories of information may be added based on events, emerging technologies or web practices, or recommendations of the contractor.
- 2.5.1.1** Number of unique visitors, including totals for the month, totals by language, as well as monthly, weekly, and daily averages.
  - 2.5.1.2** Number of visitor sessions, including totals for the month, to include totals by language, as well as monthly, weekly, and daily averages.
    - 2.5.1.2.1** Rank ordered points of virtual and actual geographic entry onto the site
    - 2.5.1.2.2** Predominant language used on the site overall and by feature
    - 2.5.1.2.3** Visitor viewing habits as identified
    - 2.5.1.2.4** Average visitor session time on the site
    - 2.5.1.2.5** Number and language of subscribers
    - 2.5.1.2.6** Number of feedbacks and comments, by topic and language, inclusive of tone and character of these feedbacks

and comments, as well as disposition of those feedbacks and comments.

- 2.5.1.2.7** Reprints or citations of website content in other media
- 2.5.1.2.8** Polling data
- 2.5.1.2.9** Numbers of downloads from the sites, inclusive of podcasts
- 2.5.1.2.10** Numbers of content features forwarded via email
- 2.5.1.2.11** Web Log (Blog) participation rates
- 2.5.1.2.12** Data on number and location of website-sponsored private email accounts
- 2.5.1.2.13** Most emailed / accessed feature by day, week, and month
- 2.5.1.2.14** Number of words translated daily, weekly, and monthly

**2.5.2** Contractor shall prepare and deliver TRWI website assessments and reports that describe measures of performance and measures of effectiveness for each TRWI website on a monthly, quarterly, and annual basis. “As needed” assessments and reports will be prepared by the contractor for unique events or during times of crises as directed by USSOCOM (JMISC) or a participating COCOM, coordinated through USSOCOM (JMISC). Quarterly assessments and reports will roll up the previous 3 months data and annual assessments and reports will encapsulate the previous fiscal year results. These reports will include:

- 2.5.2.1** Measures of website effectiveness in penetrating the designated media market, reaching the intended audience and influencing their attitudes, perceptions, and behaviors.
- 2.5.2.2** Assessment of websites’ successes and failures in the mission of informing foreign audiences with accurate and timely information from independent media and public information.
- 2.5.2.3** Assessment of websites’ successes and failures in relation to the website content reported and its influence on visitors.
- 2.5.2.4** Lessons learned in the reporting period
- 2.5.2.5** Lessons applied in the reporting period and results thereof
- 2.5.2.6** Discussion of reasons for success/failure and proposals on how to exploit/correct that success/failure
- 2.5.2.7** Other business and administrative matters pertaining to contract management and TRWI website operations

**2.6 Upon Government request, the offeror will provide data to the Government to assist in the preparation of website Measures of Performance (MOP) and**

**Measures of Effectiveness (MOE) in support of OSD semi-annual reviews of website performance.** If requested by the government, the offeror will also attend OSD semi-annual reviews of website performance by USSOCOM (JMISC) and the participating COCOMs.

- 2.7 Website Security.** The Contractor shall conduct continuous security monitoring of the websites. The sites must be completely refreshed within 15 minutes of notification of probable intrusion into the site. The Contractor must employ proactive security and virus scan tools to include intrusion detection & countermeasures, preventive security scans at least twice a week, virus & Trojan horse protection, conduct daily incremental backups and complete backups on a weekly basis. The Contractor will be required to maintain compliance with DOD Information Assurance Vulnerability Advisories published by the DOD CERT as they apply to the operation and equipment. Contractor may modify HTML scripts to maintain security of the websites; however, content will not be altered without consent of the owning COCOM and USSOCOM (JMISC). The DOD CERT will be notified immediately if a website intrusion is suspected.
- 2.8 Website Marketing.** The Contractor will continuously recommend and conduct, as directed by respective COCOMs, marketing efforts to capitalize on opportunities to promote the websites and to significantly increase penetration to the intended audience. The contractor will demonstrate an increase in target audience readership in the base year and continue upward trends in a correlated manner. The contractor will provide respective COCOMs and USSOCOM (JMISC) with marketing effort reviews that will detail the conduct of any executed marketing effort and the results achieved. The contractor will, at a minimum, develop Internet-based marketing procedures such as use of Google AdWords and Search Engine Optimization to prioritize search result listing of the applicable websites and provide recommendations for implementation to USSOCOM (JMISC) for decision. The procedures will be incorporated and be required to be on the websites on top of the search engines' results pages when potential users (target audiences) type in keywords that are relevant to the site – these keywords will be approved by the respective COCOMs.
- 2.9 Collaboration and Synchronization.** The contractor will establish and operate a password protected virtual collaboration system allowing content sharing, review, modification, approval, and potential synchronization across DOD agencies (as determined by USSOCOM/JMISC), and other pertinent Government agencies twenty-four hours per day, seven days per week. The system must be operated in an unclassified manner and be accessible from .mil domains and from remote locations. E-mail notification and use will serve as a backup system.
- 3.0 Management Objective.** The Contractor must provide a Senior Project Manager that resides in Tampa, Florida and works from the designated Government facility. The Senior Project Manager must hold a minimum of a Secret clearance with the ability to obtain TS/SCI and will be required to manage all daily communications with Site Managers at their

respective locations. The Senior Project Manager will also maintain contact with all Government and contractor staff to ensure daily orchestration of all associated websites related to this contract. The Senior Project Manager will facilitate and/or enable communications between site managers, COCOM representatives, Government and contractor staff, and USSOCOM JMISC representatives, to include the Contracting Officer Representative (COR) and Technical Representative (TR). Senior Project Manager will advise USSOCOM JMISC TRWI COR on all aspects of website operations, including but not limited to industry best practices, emerging trends, updates, etc., thereby meeting the intent of maximizing USG DOD investment while maintaining most credible and viable websites possible. The Contractor must have a Site Manager for each TRWI website who resides at the respective COCOM headquarters, where they will manage stringers and other content generation in the targeted regions. The Government will require the Senior Project Manager to engage in selected marketing activities, after receiving COCOM approval, as well as coordinate directly with Government and other public information officials. The Site Manager at each COCOM will be responsible for coordinating with country teams, in concert with the COCOM staff, within that respective COCOM's Area of Responsibility (AOR), as well as appropriate DoS Bureaus, to ensure a fully coordinated effort; vet stringers, as well as overall management of these stringers to keep them on task, edit their work, etc. The Site Managers shall have extensive public diplomacy, journalism, and media-relations skills, as well as, public relations background. The Site Managers will have a valid TS/SCI clearance. The activities of the Site Managers will be monitored by the respective COCOM for which they support and suspensions or terminations may be pursued for inappropriate actions or failure to provide required support/services at any time during the period of performance. Site Managers intended for U.S. European Command, Stuttgart, Germany (USEUCOM) and U.S. Pacific Command, Oahu, Hawaii, (USPACOM) will require formal acceptance from those COCOM staffs. Site Manager Candidates for USEUCOM will also require approval of the Government of the Federal Republic of Germany to receive Technical Expert Status Accreditation (TESA). The USEUCOM Site Manager is protected by the provisions of the current Status of Forces Agreement.

**3.1 Classified Documentation.** Classified material may be provided to the contractor and may be required to be stored at the Contractor's facility. Any and all storage of classified material shall be in accordance with DOD requirements.

**3.2 Milestone Requirements and Deliverables for Individual Task Orders.**

Date	Event
<b>Award + 3 to 7 calendar days</b>	Kick-Off Meeting in Tampa with USSOCOM and other DOD representatives as determined by USSOCOM
<b>COCOM CONOP delivery + 30 calendar days</b>	Prototype website delivered for COCOM review
<b>COCOM CONOP delivery + 60 calendar days</b>	Initial operating capability for website

<b>TBD per COCOM and USSOCOM JMISC</b>	Full operating capability for websites
--------------------------------------------	----------------------------------------

- 4.0 Government Furnished Information/Equipment/Material/Space.** Other than site managers at COCOMs and contractor staff at USSOCOM, the Government will not provide space for performance of this contract.
- 5.0 Period of Performance.** Period of performance will be a base year with four option periods. The Government anticipates awarding the contract early in 2009.
- 6.0 Travel.** All travel required to support this contract will be conducted in accordance with the Joint Travel Regulations. Prior to any travel being executed, the contractor will provide the purpose, duration, and a detailed cost estimate (airfare, lodging, per diem, rental car, etc) to the Government for approval.
- 7.0 Security.** The Contractor is required to enforce OPSEC and will utilize the most rigorous, standards and procedures recognized by the government customer. The OPSEC plan must lower the physical and operational footprint of the government while complying with TRWI policy requirements for open attribution of this effort.
- 7.1 Security:** Security will be in accordance with the attached DD254. Contractor team individual(s) supporting this task will be cleared at the Secret/TS level at the start of the task. Contractors will require access to SCI in performance of this effort. Contractor will require access to NIPRNET/SIPRNET computer systems at government facilities/contractor facility. Contractor will be authorized to courier classified information up to the "Secret" level in performance of official duties upon approval of and designation by the COR.
- 7.2** The contractor shall insure requirements for safeguarding classified information and classified materials, for obtaining and verifying personnel security clearances, for verifying security clearances and indoctrination of visitors, for controlling access to restricted areas, for protecting government property, and for the security of automated and non-automated management information systems and data are fulfilled. The contractor's management system shall prevent unauthorized disclosure of classified and sensitive unclassified information. The government shall be immediately notified if any security incident or any indication of a potential unauthorized disclosure or compromise of classified or sensitive unclassified information.
- 7.3** The contractor shall provide security management support. Typical efforts include, but are not limited to, performing classified document control functions, classified materials inventories, program access requests, preparing and monitoring personnel indoctrination and debriefing agreements, and maintaining and using security-related databases.

**SECTION E - INSPECTION AND ACCEPTANCE****INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	See Section C	Government	See Section C	Government
0002	See Section C	Government	See Section C	Government
0003	See Section C	Government	See Section C	Government
0004	See Section C	Government	See Section C	Government
0005	See Section C	Government	See Section C	Government

**CLAUSES INCORPORATED BY REFERENCE**

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-11	Higher-Level Contract Quality Requirement	FEB 1999

**SECTION F - DELIVERIES OR PERFORMANCE**

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	See Section C	N/A	See Section C	N/A
0002	See Section C	N/A	See Section C	N/A
0003	See Section C	N/A	See Section C	N/A
0004	See Section C	N/A	See Section C	N/A
0005	See Section C	N/A	See Section C	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I      Stop-Work Order (Aug 1989) - Alternate I      APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

52.211-11    LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of **TBN** per calendar day of delay [Contracting Officer insert amount].

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

**SECTION G - CONTRACT ADMINISTRATION DATA**

Wide Area Work Flow (WAWF) – Electronic Receiving Report and Invoicing Instructions, Contract Number: **Completed at contract award**

**1. In accordance with DFARS 232.7002, and SOFARS 5652.232-9002, use of electronic payment requests is mandatory. WAWF will speed up payment processing time and allow you to monitor payment status online. There are no charges or fees associated with the use of WAWF. For more information please go to <https://wawf.eb.mil>. Additionally, you can take a free tutorial online at <http://www.wawftraining.com/>. Your cognizant local DCMA and DCAA representatives will also be able to assist you in this payment process.**

2. The accounts payable address can be found on the Standard Form 26, which is page one of your contract. You can easily access payment information using the DFAS web site at <http://www.dfas.mil>. Your contract number and order number (if applicable), or invoice will be required to inquire status of your payment. Go to DFAS on the web at <http://www.dfas.mil/money/vendor>.

**3. The following codes will be required to route your receiving reports, invoices, and additional e-mail to correctly process through the WAWF system.**

TYPE OF DOCUMENT:

Vendor/Contractor CAGE CODE:

ISSUING OFFICE DODAAC:

CONTRACT ADMIN DODAAC:

INSPECTION DODAAC/BPN:  PLUS SIX EXT:

ACCEPTOR / SHIP TO DODAAC/BPN:  PLUS SIX EXT:

LOCAL PROCESSING OFFICE:  PLUS SIX EXT:

PAY/DISBURSING OFFICE DODAAC:

**E-MAIL POINT OF CONTACT LISTING**

INSPECTOR:

ACCEPTOR:

CONTRACT ADMINISTRATOR:

CONTRACTING OFFICER:

ADDITIONAL CONTACT:

**REMAINING BLOCKS WILL BE COMPLETED AT CONTRACT AWARD**

CLAUSES INCORPORATED BY REFERENCE

252.201-7000

Contracting Officer's Representative

DEC 1991

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1. CONTRACTOR IDENTIFICATION.**

Contractor employees shall wear a Government-issued badge while in Government facilities. Contractor employees are required to clearly identify themselves as a contractor at all times whether in person or on the telephone. Further, sub-contractors must identify their respective prime contractors.

If a contractor employee leaves the company or moves to a different agency for support under this contract they will be required to "check-out" with their Government representative (COR) and turn their badge into the Security Management Office (SMO) and clear all computer systems to which they have access.

### **H.2. GOVERNMENT CONTRACTOR RELATIONSHIPS.**

The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are nonpersonal services. The parties recognize and agree that no employer - employee relationships exist or will exist under the contract between the Government and Contractor and/or between the Government and the Contractor's employees. It is, therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

Contractor personnel under this contract shall not:

- be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, Military or Civilian.
- be placed in a staff or policy making position.
- be placed in a position of command, supervision, administration of control over Military or Civilian Personnel, or personnel of other contractors, or become a part of the Government organization.
- be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations or the Civil Service Commission.
- be used in administration or supervision of military procurement activities.

The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor.

Rules, regulations, directions, and requirements issued by command authorities to those under their responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control, which is inconsistent with a non-personal service contract.

### **H.3. WORK PERIOD AND AUTHORIZED HOLIDAYS.**

A standard work period is 40 hours per week. Contract performance is in accordance with Section C and includes shift work as necessary to perform this contract. Holidays observed by the Government include:

- January 1st
- 3rd Monday of January
- 3rd Monday of February
- Last Monday of May
- July 4th
- 1st Monday of September
- 2nd Monday of October
- November 11th

- 4th Thursday in November
- December 25th

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a holiday by U.S. Government Agencies.

#### **H.4. ORDERING PROCEDURES - TASK ORDERS.**

**Soliciting Task Order Proposals.** When the Government has a requirement for services to be performed under this contract, the Contracting Officer will issue a request for task order proposal that will include, but not necessarily be limited to, the following:

- Request for proposal number and/or title;
- Contract Number;
- Statement of Work;
- Instructions to Offerors;
- Items to be delivered and delivery schedule/performance period; and
- A listing of Government furnished property to be provided to the Contractor, if required.

**Urgent Requirements.** In the event of an urgent requirement, the Contractor shall provide a written proposal within the timeframe specified by the Contracting Officer in the specified format.

**Submission of Proposals.** The Contractor's proposal must comply with the Instructions to Offerors included in the request for task order proposal. The Contractor shall have 10 calendar days to submit their proposals, unless a) a longer timeframe is specified in the request for task order proposal, or b) it is an urgent requirement.

#### **H.5. ISSUANCE OF TASK ORDERS.**

Upon receipt of the proposal, the Contracting Officer may:

- Issue a task order based upon the proposal furnished;
- Negotiate with the Contractor prior to issuing a task order, or,
- Reject the proposal and cancel the requirement.

Task orders shall be issued on DD Form 1155, Order For Supplies and Services, or similar form.

Task orders shall be consecutively numbered, dated, and shall include supporting documents as applicable.

#### **H.6. Technical Cognizance and Acceptance**

The Contractor shall understand that the Government Technical Representative, in coordination with COCOM POCs, is the point of contact for acceptance of all websites and associated products on this contract. COCOM representatives are TBD per their respective CONOPs and will provide input to the USSOCOM Technical Representative for their respective activities.

**H.7 AUTHORIZED ORDERING OFFICERS.** Only Government Contracting Officers with current warrants issued by the US Special Operations Command, and who have completed the appropriate Ordering Officer training, are authorized to issue Task Orders under this contract.

#### **H.8 5265.228-9000 REQUIRED INSURANCE (1998)**

The kinds and minimum amounts of insurance required in accordance with 52.228-5 "Insurance-Work on a Government Installation" is as follows:

<b>Type</b>	<b>Amount</b>
Automobile Bodily Injury Liability	\$200,000 per person/\$500,000 per Occurrence
Property Damage Liability	\$20,000 per occurrence
Workers Compensation & Occupational Disease	As required by federal and state statutes
Employer's Liability	\$100,000

#### **H.9 INCORPORATION OF CONTRACTOR'S PROPOSAL / PRICING TABLE SCHEDULE B**

a. The Government reserves the right to incorporate into this contract and subsequent task order, by reference or full text, portions of the successful contractor's proposal submitted in response to this solicitation and subsequent requests for task order proposals, as revised and supplemented, through the end date of the last ordering period. **The entire proposal will not be incorporated.** The Requirements Document and the terms and conditions of this contract take precedence over any ambiguity in the contractor's proposal. Nothing contained in the successful offeror's technical proposal shall constitute a waiver to any other requirements of the contract.

b. In those incorporated areas where the contractor's proposal exceeds the stated requirements, the contractor's proposal is binding and prevails. The contractor is expected and required to adhere to its proposal approach to meeting the contract requirements.

c. For Labor Hour and Time and Material efforts, the pricing table shall include the appropriate skill levels with loaded labor rates to perform the non-personal services in accordance with this contract and subsequent task orders.

#### **H.10 5652.245-9001 GOVERNMENT FURNISHED PROPERTY**

The contractor will be furnished access to Government property in order to perform. The title of the equipment will remain with the Government. Specific property to be furnished will be specified in individual task orders. The contractor may be furnished normal office type support to the extent contractor personnel are collocated within the Government facilities. This means access to computers, desks, facsimile machines, copy machines, telephones, etc.

#### **H.11 GOVERNMENT FURNISHED INFORMATION**

Government furnished information (GFI) will be furnished to the contractor as specified in individual task orders.

#### **H.12 GOVERNMENT DOWN TIME FOR VARIOUS AUTHORITIES INCLUDING THE PRESIDENT, SECRETARY OF DEFENSE, COMMANDER IN CHIEF**

(a). Base Closures Due to Emergencies. From time to time, the Center or Base Commander may decide to close all or part of the base in response to an unforeseen emergency or similar occurrence. Sample emergencies include, but are not limited to, adverse weather such as snow or flood, an act of God such as a tornado or earthquake, acts of war or terrorism, computer failures, or a base disaster such as a natural gas leak or fire. Contractor personnel positions not listed in the U.S. Special Operations Command, Enterprise Continuity Plan for Disaster Recovery are "non-essential personnel" for purposes of any instructions regarding the emergency.

(1) Contractor shall be officially dismissed upon notification of a base closure in accordance with paragraph b. Contractor shall promptly secure all government furnished property appropriately and evacuate in an expedient but safe manner. The contractor will report through their contractor chain of command for further guidance.

(2) With regard to work under the contract, the government shall retain the following options:

(i) Government may grant a time extension in each task order delayed by the closure equal to the time of the closure, subject to the availability of funds.

(ii) Government may forego the work. The contractor will not be paid for work not performed.

(iii) Government may reschedule the work for a date and time agreed to by both parties so long as any requirements for working outside normal duty hours are met.”

(iv) In rare instances, Government may request that the Contractor continue on-site performance during the base closure period. Such a request shall be subject to agreement by Contractor.

(v) The contractor may work alternate work schedules or extended work hours to make up lost time as long as the management of the contractor and the Government are within any policies or procedures for working outside of normal duty hours.

(b) Base Closure Notification Procedures.

(1) The Contractor is directed to listen to or watch local news media for notification of a base closure. Contractor should follow instructions intended for non-essential personnel.

(2) The contractor will not receive any other form of notification of a base closure from the Government. The Contractor is responsible for notification of his or her employees.

(3) If the decision to close all or part of the base is made during the duty day, and the Base Commander's decision is transmitted through official notification channels, the Contractor shall follow the instructions as given. Contractor personnel shall notify their company's task monitor and act in accordance with the task monitor's instruction.

(c) Base Closure Due to Non-Emergencies. The Center or Base Commander may elect to close all or part of the base for non-emergency reasons such as time-off award, base open house, etc. In the event of a non-emergency base closure, the Contract Task Monitor and the Contractor shall jointly choose a course of action within the following options:

(1) If there is a need for the service during the base closure and a government employee will be present, Contractor may continue on-site work. Contractor shall bill the Government at the labor rates identified in the contract.

(2) If there is a need for work during the base closure but either a Government employee will not be present or access will not be available, the Contractor may work off-site provided meaningful work may be accomplished. Contractor shall certify to the government by letter within 5 business days of returning on-site the nature and scope of the work completed off-site. Contractor shall bill the Government at the labor rates specified in the contract.

(3) If there is no need for the service during the scheduled base closure, contractor shall not work on or off-site. The government will not be liable for time not worked.

### **H.13 Organizational Conflict Of Interest**

To prevent conflicting roles which may bias the contractor's quotes, judgment or objectivity and to preclude the contractor from obtaining unfair competitive advantage in concurrent or future acquisitions, the contractor shall be restricted as set forth in subparagraphs below.

The Contractor warrants and represents to the best of its knowledge and belief that it does not presently have any organizational conflict of interest which would diminish its capacity to give impartial, technically sound and

objective assistance and advice or would result in a biased work product or might result in an unfair competitive advantage except that which flows from the normal benefit or performance of this contract.

Whenever, in the performance of this contract, the Contractor provides recommendations or advice related to the development of specifications, work statements, data or other information for hardware/software items, the Contractor will not enter into any contract either as a prime or subcontractor to furnish said items or components thereof during the life of this contract.

Whenever, in the performance of this contract, the Contractor provides recommendations or advice related to the development of specifications, work statements, data, or other information for hardware/software items, the Contractor will not enter into any contract with the item supplier to provide any support, analysis or consulting services. The prohibition will apply during the life of the contract through completion of the final task order.

The Contractor further agrees:

- to adopt operating procedures and physical security measures designed to protect the proprietary data from disclosure or release to unauthorized third parties;
- to indemnify the Government, its agents and employees from all liability arising out of, or in any way related to, the misuse or unauthorized disclosure by the Contractor, its employees or agents of any proprietary data it received;
- to hold the Government, its agents and employees, harmless against any claim or liability, including attorney fees, costs and expenses, arising out of the misuse of unauthorized disclosure of any proprietary data supplied to the Contractor;
- to provide a copy of their agreements with the other companies to the Contracting Officer prior to obtaining access to the proprietary data; and,
- to provide, on request from the Contracting Officer, evidence of the steps taken to protect against unauthorized use or disclosure of the proprietary data.

Whenever a Contractor must obtain proprietary technical data or computer software (including limited rights or government purpose license rights technical data and restricted rights computer software) from the Government to perform under a task order under this contract, the Contractor will be required to furnish a copy of its proprietary technical data or computer software exchange agreement with the owner of the data as a necessary condition to receiving said proprietary technical data or computer software from the Government.

If the Contracting Officer finds that said written agreement or procedures taken are not adequate, the Government has the right to withhold access to the proprietary data. Additionally, if the Contracting Officer finds that a Contractor employee, agent, or subcontractor made unauthorized use or disclosure of any of said proprietary data, the Government has the right to bar that employee, agent, or subcontractor from having further access to said proprietary data from the Contractor at no liability to the Government.

The provisions of this clause are fully applicable to all subcontractors utilized by the Contractor and that this clause shall be included in all subcontracts the Contractor enters into to support, either directly or indirectly, this contract.

No form of business insulation quote technique to avoid, evade or substitute for the restrictions set out herein shall be permitted except at the absolute discretion of the Government the exercise of which shall not be subject to the Disputes Clause.

In the event the Contractor breaches or violates any of the warranties, convenience, restrictions, disclosures or nondisclosure under this provision, the Government may terminate this contract and pursue any other remedies as provided by law.

Additionally, it is agreed that the prohibitions contained herein against competing for or performing as a prime contractor, subcontractor or as a consultant to a prime or subcontractor to provide services, hardware or software,

shall apply to all programs managed or overseen by USSOCOM or its subordinate elements with respect to which services may be ordered under this contract. The USSOCOM wide exclusion shall ease upon expiration of the final ordering period of this contract.

The Head of the Contracting Activity may at his/her sole discretion, grant individual waivers to the USSOCOM-wide exclusion on a case-by-case basis. Such waivers shall be binding. However, the Contractor shall have no right to such waivers, and the failure to grant a waiver shall not be grounds for protest against any solicitation or acquisition as to which the waiver was denied, nor shall the refusal to grant a waiver be subject to appeal under the Disputes Clause of this contract.

During the course of this contract there is a potential for changes in relationships that may occur and accordingly, the Contractor agrees to adjust and take any and all measures deemed necessary to comply with this clause and FAR 9.5. The Contractor agrees to immediately notify the Contracting Officer of changes in relationships and a description of the action the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflicts of interest.

#### H.14 DFARS 252.227-7020 Rights in Special Works

##### RIGHTS IN SPECIAL WORKS (JUN 1995)

(a) *Applicability.* This clause applies to works first created, generated, or produced and required to be delivered under this contract.

(b) *Definitions.* As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Unlimited rights" means the rights to use, modify, reproduce, perform, display, release, or disclose a work in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(6) The term "works" includes computer data bases, computer software, or computer software documentation; literary, musical, choreographic, or dramatic compositions; pantomimes; pictorial, graphic, or sculptural compositions; motion pictures and other audiovisual compositions; sound recordings in any medium; or, items of similar nature.

(c) *License rights.*

(1) The Government shall have unlimited rights in works first produced, created, or generated and required to be delivered under this contract.

(2) When a work is first produced, created, or generated under this contract, and such work is required to be delivered under this contract, the Contractor shall assign copyright in those works to the Government. The Contractor, unless directed to the contrary by the Contracting Officer, shall place the following notice on such works:

"© (Year date of delivery) United States Government, as represented by the Secretary of (department). All rights reserved."

For phonorecords, the "©" marking shall be replaced by a "P".

(3) The Contractor grants to the Government a royalty-free, world-wide, nonexclusive, irrevocable license to reproduce, prepare derivative works from, distribute, perform, or display, and to have or authorize others to do so, the Contractor's copyrighted works not first produced, created, or generated under this contract that have been incorporated into the works deliverable under this contract.

(d) *Third party copyrighted data.* The Contractor shall not incorporate, without the written approval of the Contracting Officer, any copyrighted works in the works to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license of the scope identified in paragraph (c)(3) of this clause and, prior to delivery of such works-

(1) Has affixed to the transmittal document a statement of the license rights obtained; or

(2) For computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer.

(e) *Indemnification.* The Contractor shall indemnify and save and hold harmless the Government, and its officers, agents and employees acting for the Government, against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, use, modification, reproduction, release, performance, display, or disclosure of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in such works.

(f) *Government-furnished information.* Paragraphs (d) and (e) of this clause are not applicable to information furnished to the Contractor by the Government and incorporated in the works delivered under this contract.

## H.15 Specifically Negotiated Rights Provision

**Specifically Negotiated Rights.** The parties hereby agree that the copyright assignment required by DFARS 252.227-7020, Rights in Special Works (Jun 1995) is a complete and total assignment and that the contractor retains no rights in the applicable work(s).

**H.16 TASK ORDER COMPLETION.** Within ninety (90) days of the completion of task orders, an authorized representative of the contractor shall certify, in writing, to the Contracting Officer that the task order is completely billed, remaining dollars of said amount can be de-obligated and all deliverables have been received and accepted by the Government. This information will be used for contract closeout.

**H.17 5652.237-9001 Key Personnel Requirements (1998)**

(a) Certain experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. Such personnel are defined as "Key Personnel" and are those persons whose resumes were submitted with the proposal for evaluation, as well as, the additional positions listed below . The contractor agrees that such personnel shall not be removed from the contract work or replaced, without compliance with the following:

(1) If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall, subject to the concurrence of the Contracting Officer or an authorized representative, promptly replace personnel with personnel of equal ability and qualifications.

(2) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute and any other information requested by the Contracting Officer. The Contracting Officer will promptly notify the contractor of approval or disapproval in writing.

(b) If the Contracting Officer determines that suitable and timely replacement of Key Personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair successful completion of the contract, the Contracting Officer may terminate the contract for default or for the convenience of the Government, as appropriate, or make an equitable adjustment to the contract to compensate the Government for any resultant delay, loss or damage.

(c) The follow positions are identified as Key Personnel:

LABOR CATEGORY *	POSITION
Program Manager	Contract Level (Resume submitted with proposal)
Project/Site Manager	Each Site (Resume submitted as required) **
Contract Manager	Contract Level (Resume submitted with proposal)
Senior Operations Manager	Contract Level (Resume submitted with proposal)

\* The titles of categories listed were devised by the Government and may not match the successful contractor's labor categories exactly. Exact labor categories will be included at contract award.

\*\* Resumes for Project/Site Managers of currently active sites shall be submitted with the proposal. After award, resumes for Project/Site Manager candidates will be submitted with task order proposals prior to new sites being activated.

(d) Replacements for these positions require a thirty-day notice to include a proposed substitution, with resume, to the Contracting Officer (KO); or,

(e) When replacement of position is outside the contractor's control, a resume must be submitted to the KO within seven days of the proposed substitution.

**H.18 PHASE-OUT SERVICES**

a. Pursuant to Clause 52.237-3, Continuity of Services, the contractor shall, upon the Contracting Officer's written notice, furnish phase-out services for up to three months after the last day of the final ordering period. During the phase-out period, the contractor shall permit non-interference observation of the contract performance by the successor contractor (excluding access to proprietary data or areas). The contractor shall allow the successor to use an "over the shoulder" method to assist in developing his capability to commence responsibility for full operations and maintenance. During the foregoing actions the contractor shall comply with all applicable laws and regulations of OCONUS and CONUS performance locations.

b. The Phase-out effort shall be performed in accordance with the pricing structure contained in the contract. All costs incurred in performance of the contractor's phase-out operations shall be segregated and separately invoiced against designated CLINs.

**CLAUSES INCORPORATED BY REFERENCE**

252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001

**CLAUSES INCORPORATED BY FULL TEXT****5652.204-9003 Disclosure of Unclassified Information (2007)**

a. On September 21, 2001, the Department of Defense designated Headquarters US Special Operations Command (USSOCOM) a sensitive unit, as defined by Title 10 United States Code (USC) Section 130b (10 USC 130b). In keeping with this designation, unclassified information related to USSOCOM military technology acquisitions managed by USSOCOM or any of its component commands, will be designated Controlled Unclassified Information (CUI). As such, the contractor hereby unequivocally agrees that it shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document, contractor's external website, newspaper, magazine, journal, corporate annual report, etc.), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval. Furthermore, any release of information which associates USSOCOM, Special Operation Forces (SOF), or any component command with an acquisition program, contractor, or this contract is prohibited unless specifically authorized by USSOCOM.

b. Request for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit the request to the Contracting Officer at least 45 days before the propose date for release for approval. No release of any restricted information shall be made without specific written authorization by the Contracting Office.

c. The Contractor shall include a similar requirement in each subcontract under this contract. Subcontractors shall submit request for authorization to release through the prime contractor to the Contracting Officer.

d. The Contractor further understands that Title 18 USC Section 701 specifically prohibits the use of the USSOCOM emblem or logo in any medium (e.g., corporate website, marketing brochure, news paper, magazine, etc.) unless authorized in writing by USSOCOM. Forward any request to use the USSOCOM emblem or logo through the Contracting Officer.

(end of clause)

5652.209-9003 Use of Contractor Support/Advisory Personnel as Contract Specialists (2005)

The contractor's attention is directed to the fact that contractor personnel may assist the Government in a contract administrator role for administration of this contract. Execution of this contract constitutes approval to release the contract and contractor's proposal to Government Support Contractors who have signed Non-Disclosure and Rules of Conduct/Conflict of Interest Statements.

(end of clause)

5652.225-9000 Logistics Support Privileges (2005)

(a) Logistics support privileges may be authorized for Contractor personnel in overseas areas with prior approval of the overseas component commander. Authorized logistics support privileges will in no event exceed that permitted under the Applicable Statute of Forces Agreement (SOFA), or other controlling regulations. Such support may include the following:

- (1) Commissary (includes rationed items)
- (2) AFFES Facility (Military Exchange) (includes rationed items)
- (3) Military Banking Facility
- (4) Military Postal Services – APO (Personal Mail Only)
- (5) Petroleum and Oil Products
- (6) Officer's or UCO/EM Club
- (7) Armed Forces Recreation Facilities
- (8) Class VI (Alcoholic beverages, includes rationed items)
- (9) Customs Exemption
- (10) Legal Assistance
- (11) Local government transportation for official Government business (non-tactical vehicle)
- (12) Local Morale/Welfare Recreation Services
- (13) Mortuary Services
- (14) Transient Billets
- (15) POV (privately-owned vehicle) license/registration

(b) The contractor/contractor personnel shall be responsible for the return of all logistics support items (i.e. ID cards, ration cards, POV tags and registration, POV and GOV operator's licenses, etc.) prior to the departure from an overseas area of operation.

(end of clause)

**SECTION I - CONTRACT CLAUSES**

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.216-11	Cost Contract--No Fee	APR 1984
52.216-18	Ordering	OCT 1995
52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements-- Commercial Item Acquisition	FEB 2007
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996

52.232-1	Payments	APR 1984
52.232-7 Alt I	Payments Under Time-And-Materials And Labor Hour Contracts (Feb 2007) - Alternate I	FEB 2007
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-20	Warranty Of Services	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2005

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By DEC 2006 The Government of a Terrorist Country	
252.211-7003	Item Identification and Valuation	JUN 2005
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.227-7015	Technical Data--Commercial Items	NOV 1995

#### CLAUSES INCORPORATED BY FULL TEXT

##### 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 15 days of the expiration of the final ordering period.

(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 15 days of the expiration of each ordering period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 66 months.

(End of clause)

##### 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

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

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

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

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

<http://farsitehill.af.mil> or <http://acquisition.gov/far/index.html>

(End of clause)

## 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

5652.201-9002 Authorized Changes Only by Contracting Officer (2005)

The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as part of this contract. Except as specified herein, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause in Section I. In the event the Contractor effects any change at the direction of any person other the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof. The address and telephone number of the Contracting Officer is

Julia A. DeLoach  
7701 Tampa Point Blvd  
MacDill AFB, FL 33621  
(813) 282-8795 X 6103  
[Julia.deloach@socom.mil](mailto:Julia.deloach@socom.mil)

(end of clause)

5652.204-9002 Instructions for the Use of Electronic Contracts (2000)

In accordance with DoD policy, this solicitation and the resulting contract will be executed and documented through electronic means. As a result, the use of the terms "documented," "copy," "printed," "in writing," or "written" within this document shall refer to all electronically transmitted documents that will become part of the electronic contract file and an official government record. Any reference to official signatures and signed documents shall refer to electronic signatures. Whenever an electronic signature is used it shall have to full force and effect as a handwritten signature.

(end of clause)

5652.216-9002 Withholding of Fixed Fee or Incentive Fee (2005)

Pursuant to FAR 52-216-8 "Fixed Fee" or FAR 52.216-10 "Incentive Fee", the withheld amount of the fixed or incentive fee shall not exceed (*Insert percentage not greater than 15%*) percent of the total fee or (*insert dollar amount not greater than \$100,000*), whichever is less.

(end of clause)

## 5652.231-9001 Allowable Travel Costs (2005)

(a) Pursuant to Public Law 99-234, reasonable and allowable Contractor costs for transportation associated with the performance of this contract may be reimbursed upon mileage, rates, actual costs, or a combination thereof, lodging, meals and incidental expenses may be based upon per diem, actual expense, or a combination thereof, provided that the method used results in a reasonable charge. The cost above shall be determined reasonable and allowable to the extent that they do not exceed, on a daily basis, the maximum per diem rate in effect at the time of travel as set forth in:

(1) Federal Travel Regulations, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and the territories and possessions of the United States, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 906-010-000000-1; or at [http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=13265&contentType=GSA\\_BASIC](http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=13265&contentType=GSA_BASIC) in electronic format.

(2) Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowance for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in (a)(1) of this clause, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 744-008-000000-0; or at <http://www.state.gov/m/a/als/prdm/2002/9892.htm> in electronic format

(b) Cited Federal Regulations are not incorporated in their entirety. Only sections defining lodging, meals and incidental expenses and those sections dealing with special or unusual situations and setting forth maximum per diem rates are incorporated herein.

(end of clause)

## 5652.232-9001 Invoicing (2005)

(a) The contractor shall segregate and bill separately costs for each Delivery/Task Order issued under this contract. Cost for performing work set forth in one Delivery/Task Order shall not be allowable under any other Delivery/Task Order.

(b) If a Delivery/Task Order contains multiple CLINs/SLINs the contractor shall segregate and bill separately the costs for each CLIN/SLIN of the Delivery/Task Order.

(c) The cost of performing work set forth on one CLIN/SLIN shall not be allowable under any other CLIN/SLIN.

(d) The contract number and Delivery/Task Order number shall appear on correspondences and invoices. For complete instruction on submittal of proper invoices under this contract, the contractor is instructed to contact the paying office as stated in Block 25 of the award form

(end of clause)

5652.239-9000 Privacy or Security Safeguards. (2000)

(a) The details of any privacy or security safeguards that may be revealed to the contractor by the Government in the course of performance under this contract shall not be published or disclosed in any manner without the Contracting Officer's express written consent.

(b) The Government shall be afforded full, free, and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and data bases for the purpose of carrying out a program of inspection to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, and confidentiality.

(c) If either the Government or the contractor discovers new or unanticipated threats or hazards, or if existing safeguards have ceased to function, then a mutual agreement shall then be reached on the changes or corrections to existing safeguards or institution of new safeguards, with final determination of appropriateness to be determined by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, unless the ineffectiveness of existing safeguards is due to the fault of the contractor in which case the Government is not liable for any equitable adjustment.

(d) The Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from the discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

(e) The contractor agrees to incorporate this clause in all subcontracts at all tiers.

(end of clause)

5652.252-9000 Notice of Incorporation of Section K (1998)

Section K, Certifications and Representations, of the solicitation will not be distributed with the contract; however, Section K is hereby incorporated by reference.

(end of clause)

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**CLAUSES INCORPORATED BY REFERENCE**

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.222-25	Affirmative Action Compliance	APR 1984
52.237-8	Restriction on Severance Payments to Foreign Nationals	AUG 2003

**CLAUSES INCORPORATED BY FULL TEXT**

**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \$7.0 Million.

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

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

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

Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of Provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

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

(B) 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 public (Federal, state, or local) 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, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification,

in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

#### 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 541990.

(2) The small business size standard is \$7.0 Million.

(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)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 5652-204-9000 Individual Authorized to Sign (2003)

(a) Proposals shall be signed by an authorized individual. The offeror hereby represents that the individual designated below is authorized to bind the corporation, partnership, individual or educational institution. Evidence of

authorization shall be provided by the offeror in accordance with the applicable instructions below. If the offeror is a joint venture, each participant in the joint venture shall submit a separate representation.

(1) CORPORATIONS: The signatory must be an official or person otherwise authorized to bind the corporation. A Corporate representation as shown below, shall be executed in accordance with the instructions, or other evidence must be furnished which satisfactorily shows that the person signing the proposal is empowered to bind the corporation. Corporations may establish the authority of its agents by furnishing a power of attorney with the offer, a corporate resolution, or by causing the following representation to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the representation.

I, \_\_\_\_\_, represent that I am the \_\_\_\_\_ of the firm named as the offeror herein; that \_\_\_\_\_ signed this contractual instrument on behalf of the corporation and is \_\_\_\_\_ of said corporation; that said contractual instrument was duly signed for and in behalf of said corporation by authority of its governing body; and is within the scope of its corporate powers. AFFIX CORPORATE SEAL (Note: If a corporation does not have a seal or the offer is being submitted electronically, the offeror may print the word "SEAL".)

\_\_\_\_\_  
(Signature)

(2) PARTNERSHIPS: Partnerships shall establish their authority and the authority of their agents by completing the following representation, provided that it is executed by a partner other than the person signing the contractual instrument.

I, \_\_\_\_\_, represent that I am a partner of the firm of \_\_\_\_\_ consisting of the following partners \_\_\_\_\_; that \_\_\_\_\_ signed this contractual instrument on behalf of said firm and is \_\_\_\_\_ of said firm; that said contractual instrument was duly signed for and in behalf of said firm by authority of partnership; and is within the scope of its corporate powers.

\_\_\_\_\_  
(Signature)

(3) INDIVIDUALS: The signatory must be the owner and the contractual instrument shall be signed as such unless an agent's authority has been established through a power of attorney. Individuals submitting contractual instruments under an agent's signature must furnish a power of attorney to establish the agent's authority.

(4) EDUCATIONAL INSTITUTIONS: The signatory must be an official or person otherwise authorized to bind the educational institution. A representation as shown below, shall be executed in accordance with the instructions, or other evidence must be furnished which satisfactorily shows that the person signing the proposal is empowered to bind the educational institution. Educational institutions may establish authority of their agents by furnishing with their offeror a power of attorney, a corporate resolution or by causing the following representation to be executed, provided that the same individual shall not execute both the contract and the representation.

I, \_\_\_\_\_, represent that I am the \_\_\_\_\_ of the educational institution named as the offeror herein; that \_\_\_\_\_ signed this contractual instrument on behalf of the educational institution and is \_\_\_\_\_ of said educational institution; that said contractual instrument was duly signed for and in behalf of said educational institution by authority of its governing body; and is within the scope of its corporate powers.

\_\_\_\_\_  
(Signature)

(b) Once a power of attorney or corporate resolution has been submitted to establish the authority of its agents, provide reference to the Procurement Instrument Identification Number with which it was submitted by including the following statement in lieu of furnishing an additional copy: "Evidence to establish the authority of the agent signing this document was submitted with Document Number \_\_\_\_\_."

(end of clause)

5652.204-9001 Cognizant Security Office (1998)

The offeror certifies that it possesses a security clearance of \_\_\_\_\_.  
The offeror's cognizant security office and point of contact is:

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(end of clause)

5652.204-9004 Foreign Persons (2006)

In accordance with restrictions required by Executive Order 12470, the Arms Export Control Act (Title 22, USC) (Sec 275), the International Traffic in Arms Regulation (ITAR), or DoD Directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure, no foreign persons will be permitted to work on a contract without notifying the Contracting Officer. Provide the following information for all foreign persons who will be working on the contract (or "X" here if there are no such individuals: \_\_\_\_):

- 1) Full Name:
- 2) Date of Birth:
- 3) Place of Birth:
- 4) Nationality:
- 5) Social Security Number:
- 6) Visa Status:
- 7) Current Address:
- 8) If a Subcontractor, Subcontractor Name and Address:
- 9) Biographic data and/or resume:

(end of clause)

5652.242-9001 Defense Contract Management Agency (DCMA) (2000)

Components of the Department of Defense perform contract administration services providing assistance to contractors and Government agencies in accomplishing most administrative functions required under a contract. One or more of the following may be involved. The offeror shall insert the address of the cognizant office or state "unknown" below:

Defense Contract Management District (DCMD):

Defense Contract Management Agency Center (DCMA):

Defense Plant Representative Office (DPRO):

(end of clause)

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

**PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP MUST BE RECEIVED BY 1:00 PM ON XX MONTH YEAR** (The due date will be no less than 30 days after posting of the final RFP).

**L.1. 52.216-1 Type of Contract (Apr 1984).**

The Government is contemplating award of an Indefinite Delivery, Indefinite Quantity type contract with a mixture of contract payment provisions for firm-fixed-price, labor hours, and cost reimbursement.

**Industry is invited and encouraged to make recommendations for contract type, contract line item structure, incentive possibilities, and metrics for measuring performance.**

**L.2. Performance Work Statement (PWS)**

Proposals submitted in response to this RFP shall include a PWS.

**L. 3. 52.233-2 Service of Protest (Aug 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Ms. Julia A. DeLoach  
HQ USSOCOM/SOAL-KH  
7701 Tampa Point Blvd  
MacDill AFB, FL 33621-5323

(b) The copy of any protest shall be received in the office designated above within one day of filing the protest with the GAO.

**L.4. 252.211-7002 Availability for Examination of Specifications, Standards, Plans, Drawings, Data Item Descriptions, and Other Pertinent Documents (Dec 1991)**

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation that are not included or available for distribution may be requested at [contracting@socom.mil](mailto:contracting@socom.mil).

**L.5. 5652.215-9004 Elimination Of Non-Essential Specifications And Standards (1998)**

In order to eliminate non-essential specifications or standards, or portions thereof, the offeror is encouraged to submit recommend changes or deletions to the specifications and standards. Offerors are encouraged to submit alternatives that are adequate to meet the Governments requirements. Recommended changes must be compliant with the terms and conditions of the solicitation to be considered for award.

**L.6. Work Week Basis.** Proposals shall be submitted based on website(s) being operational and accessible on the Internet 24 hours a day, seven days a week, with a 99% reliability rate. Contractor must provide the analytical, technical, and consulting support required to execute the concept of operating worldwide and geographically/culturally targeted websites 24-hours per day, 7 days per week. Content collection and translation services should be proposed for a standard 8-10 hours per day, 5-6 days per week in accordance with the local and regional standard work week.

**L.7. Caution Personnel Changes.** Offerors are required to verify and ensure the continuing availability of personnel for whom resumes are required and have been submitted. See Section H for Key Personnel Billet designations. If any personnel substitutions/changes occur or are made prior to submission of final proposal revisions, providing the Government has decided to open discussions, the offeror shall immediately notify the Contracting Officer of such change(s) and amend its proposal accordingly. Failure to do so may render the proposal unacceptable.

**L.8. Notice - Unsolicited Gifts.** Addressees are cautioned that Government personnel must strictly adhere to comprehensive laws and regulations governing offering/accepting of gratuities. These laws and regulations are concerned with the appearance of impropriety, as well as, the actual existence of wrongdoing. To avoid any potential for misunderstanding or embarrassment, addressees should not send or offer to any Government employee or official any item regardless of value.

**L.9. Notice - Availability of Funds.** Funds are not presently available for this procurement. See Section I, FAR 52.232-18 or FAR 52.232-19 for details.

#### L.10. Special Instructions for Preparation of Proposals

##### (a) General Information.

(1) **Instructions.** Instructions contained herein are for preparing proposals and providing data and presentations to the Government in response to this solicitation.

(2) **Compliance.** Proposals must comply fully with these instructions. Proposals, which fail to do so, may be rejected as non-responsive. Proposals shall include all of the information requested in these instructions.

(3) **Page limits.** Proposals shall be submitted in four volumes/directories, with page limits as follows:

Proposal Volume/Factor	Page Limitation
1 – Technical	20
2 – Program Management	15
3 – Past Performance	5 page intro; 2 pages per relevant contract
4 - Cost	No Limit
* Key Personnel Resumes (each resume limited to two pages) are excluded from the total Program Management page limitation.	

The cover page, table of contents, list(s) of tables and drawings, and cross-reference are excluded from page limitations.

##### (4) Media.

(A) Proposals shall be submitted in Portable Document Format (PDF) with the exception of the cost volume, which shall be submitted in spreadsheet format. The offeror shall set all security options in each PDF file to "allowed". All text, including table and figure identifiers, shall be indexed and 100% searchable text.

(B) The offeror shall submit all four volumes on one CD-ROM as four separate directories. Each volume shall be saved as a separate directory and shall be named accordingly (Vol\_1 – Vol\_4). Do not compress the files. Submit discs in a READ ONLY format.

(C) OFFEROR IDENTIFICATION DATA SHALL ONLY BE INCLUDED IN THE COVER PAGE. The separate volumes of the proposal shall have no offeror identification included.

(D) **NO PAPER COPIES WILL BE ACCEPTED.** All proposals must be submitted on a CD delivered to:

U.S. Special Operations Command

SOAL-KH, Attn: Ms. DeLoach  
7701 Tampa Point Blvd.  
MacDill AFB, FI 33621-5323.

(5) **Classified Materials.** Proposals shall be unclassified.

(6) **Requirements Exceptions and Deviations.** The Government's plans, procedures and assumptions with respect to contract type, contract items, delivery schedule, etc. for this effort are provided in the appropriate sections of the Request for Proposal (RFP) package as indicated in the RFP Table of Contents. Offerors shall list and describe in detail any exceptions and/or deviations at the draft RFP stage. These exceptions and deviations shall be fully supported with the offeror's rationale.

(7) **Subsidiary and Subcontractor Cost/Price Data.** The contractors proposed rates shall include subcontractor rates.

(8) **Proposal Identification.** All proposals will be named to reflect the offeror's identity and RFP number (H92222-09-R-0003). The CD should be clearly labeled with the offeror's identity and RFP number.

(9) **Offer Validity.** The offer shall be valid for no less than 280 calendar days from the proposal due date at the location stipulated in Block 9 of Standard Form 33.

(10) **Proposal Organization and Content.** Construction of the proposal shall be such that extensive searching throughout the documents is not required. All material shall be listed in the "Master Table of Contents" and shall be appropriately cross-referenced to preclude unnecessary duplication of data between files. A copy of the Master Table of Contents for each Volume/Factor shall be included at the root directory of the CD (mast\_toc.pdf) with links to corresponding PDF files. The cost volume shall contain a Table of Contents (cost\_toc.pdf) which shall link to files contained in the Cost Volume (Vol\_4) directory.

(11) **Text.** Pages containing text shall be on 8 ½ x 11 inch, portrait format. Font text shall be Arial, Helvetica, or Times (with no "narrow" font versions acceptable). Font size for text shall be 12 point with a minimum of 18 point leading (i.e., one and one-half spacing). Font size for Figures and Tables shall be no smaller than 8 point with equivalent leading (i.e., single spacing). Line spacing for Figures and Tables shall be single-space. Margins on all for edges of each page will be at least 1 inch. In margin on upper right of all pages include: RFP number, volume and/or subdirectory title and page number. Use single column formatting only; multi-column formatting is not allowed. The offeror shall not embed sound or video files into the proposal files. Minimize the use of scanned images and keep embedded graphics as simple as possible.

(b) **Proposal Contents:** Details of what shall be included in each section of the offeror's proposal are described below. **Note that no paper copies of the proposal will be accepted.**

(1) **Technical Proposal.** The Technical Proposal shall address the offeror's experience, core competencies, tools and key personnel for satisfying the Technical Subfactors shown in Section M.4.1. The offeror may use any logical format that will illustrate an understanding of the complexities of providing comprehensive support to address and satisfy these general requirements. The offeror should clearly explain how the experience, core competencies, tools and key personnel cited would be brought to bear to benefit this effort. **A Performance Work Statement (PWS) shall be included.**

(2) **Management Proposal.** The management proposal shall be an Integrated Management Plan in five parts: Business Management & Control Processes; Workforce – Skilled personnel;

Collaboration/synchronization; Security; and, Subcontracting/Teaming Approach. In this document, the offeror shall describe its management approach to satisfying the requirements of Section C and the subfactors shown in Section M.4.1. The offeror may use any logical format that will illustrate an understanding of the complexities of establishing, maintaining and managing the required support in all areas covered by Section C; a clear, sound, practical methodology for responding to the Government; approaches to organizational streamlining, cost control or other aspects of managing the contract effort. Discuss any management techniques that will significantly enhance the offeror's ability to perform, respond rapidly, better manage cost and/or schedule or in other specific ways provide superior support to USSOCOM.

**(A) Business Management and Control Processes.** Offerors shall describe approaches to management and control. Include discussion of streamlined management approaches that minimize the use of paper. Discuss offeror's ability to respond rapidly to dramatic changes in requirements. Discuss offeror's ability to control schedule, costs, and product/service quality.

**(B) Workforce – Skilled Personnel**

(i) Workforce – Project Team Design shall address the organizational structure and assignment of responsibilities within the structure. The offeror should further address how you plan to staff as required to support the contract: to respond to the requirements during initial "ramp up"; to accommodate rapid increases or decreases in support requirements; to ensure continuity of support; to manage employee retention. If the offeror has a personnel policy which requires professional employees to work uncompensated overtime hours or to work unusual hours or excessive amounts of overtime, explain how/why this policy does not have a negative impact on employee retention. Address current and/or future sources of intellectual capital that will perform all the kinds of work required.

(ii) Resumes of Key Personnel. Provide resumes of key personnel (limit two pages per resume) in a uniform format. Key Personnel are identified in Section H of the RFP. Resumes must indicate educational level, security clearance, work experience, and any other information that will allow an assessment of the suitability of the individual to perform in the areas against which they are proposed. Provide a table of contents listing the names of the individuals and their proposed labor category. Provide copies of written agreements which individuals have executed that indicate a current employment relationship with the offeror or a commitment to such a relationship if the offeror is awarded a contract under this solicitation.

**(C) Collaboration/Synchronization.** Offerors shall describe in detail the existing ability or proposed solution to properly support online collaborative reporting and feedback. The solution must demonstrate it allows multiple organizations to seamlessly collaborate in a near real time, password protected environment.

**(D) Security**

(i) All contractor personnel who work on this contract must possess a Top Secret security clearance based on a Single Scope Background Investigation (SSBI) performed within the past five years. Explain your strategy for providing the personnel with the necessary technical skills and the necessary clearances in a timely manner. Note which individuals with employment agreements in place possess security clearances.

(ii) Offerors shall describe their Information Protection Plan to satisfy the requirements of DODD 5200.1R in the execution of SOO tasks.

**(E) Subcontracting/Teaming Approach**

(i) The offeror shall list, by Section C paragraph, the types of tasks that will be subcontracted or delegated to team members and to whom. How does the offeror plan to: interact with the subcontractors/team members; allocate work between the prime and subcontractors; exercise oversight/control over subcontractor cost, schedule and performance. Explain the rationale if there are differences in the procedures for interfacing with different subcontractors.

(ii) Provide copies of written agreements which subcontractors have executed that indicate a contractual relationship with the offeror or a commitment to such a relationship if the offeror is awarded a contract under this solicitation.

### (3) Past Performance.

**A. General.** Each offeror shall submit a past and present performance file as part of their proposal. Offerors are cautioned that the Government will use data provided by each offeror in this volume and data obtained from other sources in the development of performance risk assessments. All such data, including data related to subcontractor performance, will be reflected in the evaluation of the prime contractor. The Government reserves the right to inform the prime contractor of any or all subcontractor past and present performance data that was not provided in the offeror's proposal.

**B. Relevant Contracts.** Proposals should include information on contracts that are relevant in demonstrating the offeror's ability to perform the proposed effort. The prime offeror may submit up to ten contracts. The maximum of ten includes the data submitted for the prime offeror and all subcontractors and/or teaming partners. Limit contracts reported to those on which work has been done within three years prior to the RFP release date. This information may include data on efforts performed by other divisions, corporate management, critical subcontractors, or teaming contractors, if such resources will be brought to bear on or significantly influence the performance of the proposed effort. The relevancy of each contract submitted will be evaluated by the Government and a rating of *Highly Relevant*, *Relevant*, *Somewhat Relevant* or *Not Relevant* will be assigned. This relevancy rating will be used when considering how much weight to ascribe to each contract.

### C. Contents of Submission.

(i) **Instructions for Completing Offeror Past Performance Information Form.** This RFP contains a Past Performance Information Form. The offeror shall complete one form for each relevant past performance contract detailed in Volume 3 of the proposal.

(ii) **Submission Media.** Offeror may submit the Past Performance Information Forms electronically. Completed forms may be submitted to [contracting@socom.mil](mailto:contracting@socom.mil) as a pdf attachment only. Or, completed forms may be included as a separate file on the CD with the proposal.

### (4) Instructions for Preparation of Other Than Cost and Pricing Data.

#### A. Introduction

(i) These instructions are to assist the offeror submitting other than cost or pricing data as defined in FAR Part 15. The Government requires this data to evaluate the reasonableness, realism, and completeness of the offeror's proposed rates. Compliance with these instructions is mandatory and failure to comply may result in rejection of the proposal.

(ii) Data beyond that required by these instructions shall not be submitted unless it is considered essential to document or support the offeror's cost/price position. All information relating to cost or pricing data must be included in the section of the proposal designated as the Cost/Price Volume. **Under no circumstances shall cost or pricing data be included elsewhere in the proposal.**

(iii) Pursuant to FAR 15.804-6, if information other than cost or pricing data is required to support price reasonableness or cost realism. The information is not considered cost or pricing data and shall not be certified in accordance with FAR 15.804-4.

## B. General Instructions

(i) The cost volume shall be prefaced by a Table of Contents, and shall specify, by page number, where each cost format and each piece of narrative data is located.

(ii) Provide names and addresses of the cognizant Government Contract Administrative Office and the Defense Contract Audit Agency Office Representatives. Please provide commercial numbers for voice and data and Email addresses.

(iii) With regard to the Labor Hours portion, the only desired pricing information is a total loaded rate per each labor category for each contract year.

(iv) Forward Pricing Rate Agreement. If a Forward Pricing Rate Agreement (FPRA) has been negotiated with the ACO covering the period of this requirement, provide a copy of the agreed-to rates, and for Direct Labor, the rate of inflation negotiated.

(v) The contractor shall comply to the maximum extent with the intent of this RFP in supplying information that is current, timely and in full support of their proposal. RFP exceptions or deviations must be fully documented and explained in Volume I. The instructions for preparation of the content of the Cost/Price Proposal shall not take precedence over requirements of the other clauses of the contract, Public Law or Federal Acquisition Regulations.

(vi) The Cost/Price Volume shall consist of the following sections:

Section 1 - A signed copy of the Standard Form 33 and the model contract. A completed package of the representations and certification, Section K of the RFP. This section shall be included in the original copy of the Volume only.

Section 2 - Introduction, Table of Contents, Overview, Summary, Changes to Estimating, Accounting Practices or CAS Disclosure Statement.

Section 3 - Supporting data. The offeror shall submit a Composite Rate Calculation. The data will be submitted in a spreadsheet format reflecting the complete build up from raw to fully-burdened rates for each labor category proposed. The rates shall be all inclusive of all costs for that labor category. This is required in order for the Government to perform a cost realism analysis. Offerors may submit a single rate for each labor category, or if so desired they may submit rates for both on- and off-site labor and rates for labor categories by location.

Section 4 - Professional Employees Compensation Plan. In accordance with FAR Clause 52.222-46, Evaluation of Compensation for Professional Employees, the contractor must submit a Professional Employee Compensation Plan for use in evaluating reasonable/realistic pricing. The plan should set forth salaries and fringe benefits

proposed for the professional employees who will work under the contract. Supporting information should include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure. The format for this plan will be at the offerors discretion.

**L.11. Evaluation Process.** The following states the sequence of the evaluation process to be used by the Government in evaluation of the proposals in accordance with Section M of this document.

(a) The Government will examine all proposals for responsiveness, conformance to the RFP, and a determination of responsibility.

(b) Responsive proposals will go into a review phase using the criteria established in Section M of this document. This phase identifies any proposals that are patently incomplete, unrealistic, or so deficient that a major rewrite would be necessary in order for the proposal to be acceptable.

(c) A Competitive Range Determination will be made following the evaluation.

(d) Full proposal evaluation will commence for those companies in the competitive range after notification is given to those removed. The evaluation will be in accordance with Section M of this document.

(e) The Government MAY make another Competitive Range Determination after full evaluation if the results necessitate.

(f) The Government may open discussions, if we do not award without discussions. If discussions occur, following receipt of offerors' responses and proposal revisions, the Government will conduct a final proposal evaluation then proceed to the Source Selection Decision phase.

**L.12 Special Notice to Offeror's**

The Government will utilize the FedSelect® software from Digital Systems International Corporation (DSIC). The exclusive responsibility for source selection will reside with the Government. Proprietary information submitted in response to this solicitation will be protected from unauthorized disclosure as required by Subsection 27 of the Office of Procurement Policy Act as amended (41 U.S.C. 423) as implemented in the FAR.

**PAST PERFORMANCE INFORMATION**

Provide the information requested in this form for each contract/program being described. Provide frank, concise comments regarding your performance on the contracts you identify. Provide a separate completed form for each contract/program submitted. Limit the number of past efforts submitted to only relevant contracts/programs and the length of each submission to 2 pages per relevant contract/program.

- A. **Offeror Name (Company/Division):** \_\_\_\_\_  
**CAGE Code:** \_\_\_\_\_  
**DUNS Number:** \_\_\_\_\_
- B. **Program Title:** \_\_\_\_\_
- C. **Contract Specifics:**

- 1. Contracting Agency or Customer \_\_\_\_\_
- 2. Contract Number \_\_\_\_\_
- 3. Contract Type \_\_\_\_\_
- 4. Period of Performance \_\_\_\_\_
- 5. Original Contract \$ Value \_\_\_\_\_ (Do not include unexercised options)
- 6. Current Contract \$ Value \_\_\_\_\_ (Do not include unexercised options)
- 7. If Amounts for 5 and 6 above are different, provide a brief description of the reason

D. Brief Description of Effort as \_\_\_Prime or \_\_\_Subcontractor

(Please indicate whether it was development and/or production, or other acquisition phase and highlight portions considered most relevant to current acquisition)

E. Completion Date:

- 1. Original date: \_\_\_\_\_
- 2. Current Schedule: \_\_\_\_\_
- 3. Estimate at Completion: \_\_\_\_\_
- 4. How Many Times Changed: \_\_\_\_\_
- 5. Primary Causes of Change: \_\_\_\_\_

F. Primary Customer Points of Contact: (For Government contracts, provide current information on all three individuals. For commercial contracts, provide points of contact fulfilling these same roles.)

- 1. Program Manager: Name \_\_\_\_\_  
Office \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_
- 2. Contracting Officer: Name \_\_\_\_\_  
Office \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_
- 3. Administrative Contracting Officer Office Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

G. Address any technical (or other) area about this contract/program considered unique.

H. For each of the applicable subfactors under the Technical factor in Section M, illustrate how your experience on this program applies to that subfactor.

I. Specify, by name, any key individual(s) who participated in this program and are proposed to support the instant acquisition. Also, indicate their contractual roles for both acquisitions.

**J. Describe the nature or portion of the work on the proposed effort to be performed by the business entity being reported here. Also, estimate the percentage of the total proposed effort to be performed by this entity and whether this entity will be performing as the prime, subcontractor, or a corporate division related to the prime (define relationship).**

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.216-27	Single or Multiple Awards	OCT 1995
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-1	Site Visit	APR 1984
52.237-10	Identification of Uncompensated Overtime	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

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

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

<http://farsite.hill.af.mil/> OR <http://acquisition.gov/far/index.html>

(End of provision)

5652.209-9002 Use of Contractor Support/Advisory Personnel for Review of Proposals (2005)

The offeror's attention is directed to the fact that contractor consultant/advisors to the Government will review and provide support during proposal evaluations. When appropriate, non-government advisors may have access to offeror's proposals and may be utilized to objectively review a proposal in a particular functional area and provide comments and recommendations to the Government's decision makers. They may not establish final assessments of risk, rate or rank offerors' proposals. All advisors shall comply with procurement Integrity Laws and shall sign Non-Disclosure and Rules of Conduct/Conflict of Interest statements. The Government shall take into consideration requirements for avoiding conflicts of interest and ensure advisors comply with safeguarding source selection and proprietary data. Submission of proposal in response to the solicitation constitutes approval to release the proposal to Government Support Contractors.

(end of clause)

5652.215-9005 Estimated Prices for Data (2000)

In accordance with DFARS 215.470 the offeror shall provide estimated data prices for each data item set forth on the DD Form 1423 "Contract Data Requirements List."

(end of clause)

5652.215-9006 Submittal of Cost/Price Proposal to DCAA (1998)

The offeror shall submit 2 copies of the cost/ price volume directly to the cognizant Defense Contract Audit Agency (DCAA) office. The submission shall be made simultaneously with the submission of the offeror's proposal to the contracting activity.

(end of clause)

5652.215-9010 Cost and Pricing Data Not Required (1998)

It is anticipated that adequate price competition will be available to determine price reasonableness. In the event that the price reasonableness cannot be determined based on adequate competition, the Contracting Officer may require the submittal of other than cost or pricing data.

(end of clause)

5652.215-9016 Technical and Contractual Questions Concerning This Solicitation (2000)

All questions concerning this procurement, either technical or contractual must be submitted in writing to the Contracting Office. No direct discussion between the technical representative and a prospective offeror will be conducted unless it is deemed necessary by the Contracting Officer. Questions shall be sent to the following point of contact:

USSOCOM, SOAL-KH  
Ms. J. A. DeLoach  
Contracting Officer  
7701 Tampa Point Blvd.  
MacDill AFB, FL 33621-5323  
[Julia.deloach@socom.mil](mailto:Julia.deloach@socom.mil)  
Facsimile: 813-286-2264

(end of clause)

5652.233-9000 Independent Review of Agency Protests (2005)

All protests shall be submitted through the Contracting Officer. A request for an independent review of the protest decision may be made to the Director of Procurement. Submit request in accordance with FAR 33.104(d)(4) to: United States Special Operations Command Directorate of Procurement, Chief, (SOAL-KM), 7701 Tampa Point Blvd., MacDill AFB, FL 33621, Fax (813) 828-7504.

(end of clause)

5652.245-9004 Delivery Requirements for Government-Furnished Property (2003)

Government furnished property available for use by the contractor will be listed in individual task orders. Offerors shall submit a schedule for delivery of Government Furnished property. Offerors shall indicate the dates that the items will be required by the contractor in order to complete the contract on time.

(end of clause)

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1. Evaluation of Bids/Offers for Award on an "All or None" Basis**

An offeror must address all requirements identified in Section C of this solicitation to be eligible for award.

**M.2. Basis of Award.** This is a best value source selection conducted in accordance with the Federal Acquisition Regulation (FAR). The Government will select the best overall offer, based upon an integrated assessment of Technical (which includes proposal risk), Program Management including a Subcontracting Plan, Past Performance, and Cost. For a proposal to be eligible for award the offeror must: be deemed responsible in accordance with the FAR, meet all technical requirements of the solicitation, conform to all required terms and conditions, and include, or have completed, all required certifications. An evaluation will be made of each offeror's proposal resulting in an integrated assessment of the factors set forth below. Throughout the evaluation, the Government will consider the "corrective potential" when a deficiency, weakness or proposal inadequacy is identified. Proposals that are unrealistic in terms of Technical, cost/price, or schedule commitments may be rejected. To arrive at a best value decision, the Source Selection Authority (SSA) will integrate the source selection team's evaluations and recommendations, and then assess each offer in accordance with the evaluation factors and sub factors (described below). The Government reserves the right to award a contract to other than the lowest priced offeror after consideration of all factors.

The Government contemplates the award of one contract. The Government reserves the right to make no award, one award or multiple awards from the proposals received in response to this solicitation.

**M.3. Relative Importance of Evaluation Factors.** The evaluation areas for this solicitation are listed in their relative importance (descending order) below. Technical, Program Management including a Subcontracting Plan, and Past Performance are all, individually and combined, more important than Cost.

Factor 1: Technical. The offeror shall clearly demonstrate their technical ability to satisfy the Government's requirements.

**Factor 2: Program Management including a Subcontracting Plan/Teaming Arrangement.** The offeror shall demonstrate their abilities and skills in program/project management, inclusive of a subcontracting plan and/or teaming arrangement, to support the Government's requirements.

**Factor 3: Past Performance.** The offeror shall demonstrate recent and relevant past performance that clearly describes the offeror's ability to support the Government's requirements. Proposals shall include at least three, but no more than five, examples of past performance that are the same as, similar to, or directly correlate to the requirements identified in this solicitation.

Factor 4: Cost. The offeror shall submit a detailed cost plan.

### **M.4. Evaluation Factors**

**M.4.1. Factor 1: Technical** - This factor consists of the following sub factors and elements listed in descending order of importance. For the proposal to be successful it must demonstrate that it meets certain established standards. The Government will use the following standards for this factor/sub factors and elements during the evaluation process. Information not contained in the proposal will not be considered in the evaluation. Offerors are reminded that the burden of providing sufficient data rests with the offerors.

- Sub-factor 1.1.: Content Development
- Sub-factor 1.2.: Technical Expertise
- Sub-factor 1.3.: Regional and Transregional Orientation
- Sub-factor 1.4.: Translations with content development
- Sub-factor 1.5.: Personnel Qualifications

<b>Technical Sub factors, Elements and Evaluation Standards</b>	
<b>Factors and Elements</b>	<b>Evaluation Standards</b>
<b>Factor 1: Content</b>	
1.1: Content Development	1.1.: The information provided in the proposal demonstrates unambiguously the offeror's ability to provide text, graphics, video and audio files on the Internet, organized in an appropriate style and delivery technique to influence identified foreign target audiences' attitudes and behaviors to meet stated USSOCOM and COCOM objectives. The proposal should demonstrate the ability to acquire and maintain intimate knowledge of regional and trans-regional media environments, and the ability to assess regional attitudes and behaviors.
1.2: Technical Expertise	1.2.: The information provided in the proposal demonstrates unambiguously the offeror's ability to provide, sustain, and expand when required, the appropriate networked website architecture. The proposal must demonstrate skill with the latest information technology tools, and the ability to provide adequate virtual and physical security for the websites and shared technology in support of the websites.
1.3: Regional and trans-regional orientation	1.3.: The information provided in the proposal demonstrates unambiguously the offeror's ability to execute operations across multiple time zones, in multiple, disparate regions of the world and demonstrate familiarity with regional and trans-regional history, societies, religions, languages, cultures and customs, as well as, media usage habits and trends of identified foreign target audiences.
1.4: Translation	1.4.: The information provided in the proposal demonstrates unambiguously the offeror's ability to translate acquired content into multiple languages as identified in Section C. Additionally, the proposal must clearly demonstrate the ability to conduct translation accuracy checks in all languages and in English to a 99% accuracy rate.
1.5 Personnel qualifications	1.5.: The information provided in the proposal demonstrates unambiguously the offeror's ability to recruit and employ personnel with the appropriate qualifications and requisite expertise and experience to perform the work as described in Section C. Such personnel qualifications apply across all sub factor areas of concern.

M 4.1.2. Rating Methodology – The following color/adjectival ratings will be used for the rating assigned in the technical area as appropriate.

<b>Color</b>	<b>Rating</b>	<b>Definition</b>
Blue	Exceptional	Exceeds specified minimum performance or capability requirements in a way beneficial to the Special Operations Command.
Green	Acceptable	Meets specified minimum performance or capability requirements necessary for acceptable contract performance.
Yellow	Marginal	Does not clearly meet some specified minimum performance or capability requirements necessary for acceptable contract performance, but proposal inadequacies may be correctable.
Red	Unacceptable	Fails to meet specified minimum performance or capability requirements. Proposals with an unacceptable rating are not awardable

M 4.1.3. Proposal Risk Factor. The Technical Factor contains a subfactor for Proposal Risk. Proposal Risk subfactor importance is also identical to subfactor importance in technical capability. Proposal Risk assessment focuses on the risks and weaknesses associated with an offeror's proposed approach and includes an assessment of the potential for disruption of schedule, increased cost, degradation of performance, and the need for increased Government oversight, as well as, the likelihood of unsuccessful contract performance. For each identified risk, the assessment will credit any self-identification of the risk by the offeror and evaluate the offeror's proposal, if any, for mitigating the risk and why that approach is or is not manageable. Each proposal risk subfactor will receive one of the risk ratings defined.

High	Likely to cause significant disruption of schedule, increased cost or degradation of performance. Risk may be unacceptable even with special contractor emphasis and close Government monitoring.
Moderate	Can potentially cause some disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will probably be able to overcome difficulties.
Low	Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will probably be able to overcome difficulties.

**M 4.2. Factor 2: Program Management and Subcontracting Plan/Teaming Arrangement - This** factor consists of the following subfactors listed in descending order of importance

- Sub-factor 2.1.: Business Management & Control Processes
- Sub-factor 2.2.: Workforce – Skilled personnel
- Sub-factor 2.3: Collaboration/synchronization
- Sub-factor 2.4.: Security
- Sub-factor 2.5.: Subcontracting Approach

M 4.2.1. When evaluating management the Government will consider the following standards against the integrated management plan . For a company to be successful they must adequately demonstrate their capability in meeting the standards. Information not contained in the proposal will not be considered in the evaluation. Offerors are reminded that the burden of providing sufficient data rests with the offerors.

<b>Management Evaluation Standards</b>	
<b>2.1.: Business Management and Control/Processes</b>	
Business management structure, processes, and tools are in place to maintain overall contract schedule, accurately estimate and control costs, rapidly respond to changes in requirements, and ensure customer satisfaction with contract deliverables. The proposal must clearly demonstrate that procedures and processes are in place that: (1) enable the sharing of content and information across multiple websites and time zones, (2) rapidly identify and solve problems at the appropriate level of internal management; and, (3) provide timely feedback directly to the customers.	
<b>2.2.: Workforce – Skilled Personnel</b>	
Processes are in place to recruit personnel with the skills and security clearances required to meet the Government's requirements, including the ability to access highly specialized skill sets, at times for short periods. The proposal must clearly demonstrate that processes and procedures are in place that ensure an initial match of skill sets to contract requirements, and that periodic reviews of skill sets will be conducted to correct mismatches through timely reassignment or retraining without interfering with contract execution.	
<b>2.3.: Collaboration/Synchronization</b>	
The proposal must clearly demonstrate that an online collaborative reporting and feedback system is in place that allows for multiple organizations to seamlessly collaborate in a near real time, password protected environment. System should allow for development, approval, and manipulation of content for use across multiple websites.	
<b>2.4.: Security</b>	
The proposal must clearly demonstrate that a security process is in place with a plan, personnel, processes, and infrastructure to protect information in accordance with DoD and Command standards.	
<b>2.5.: Subcontracting Plan/Teaming Arrangement</b>	
The proposal must clearly demonstrate that the offeror has experience in subcontracting with large and small businesses to ensure a team that is capable of meeting the core competencies, fulfilling contractual requirements, and complying with regulations and statutes. The proposal must further demonstrate that process are in place that equitably and effectively allocate level-of-effort to sub-contractors/team members so that a seamless and cohesive team is applied to all requirements.	

M 4.2.2. Rating Methodology – The following color/adjectival ratings will be used for the rating assigned in the management area as appropriate.

<b>Color</b>	<b>Rating</b>	<b>Definition</b>
Blue	Exceptional	Exceeds specified minimum performance or capability requirements in a way beneficial to the Special Operations Command.
Green	Acceptable	Meets specified minimum performance or capability requirements necessary for acceptable contract performance.
Yellow	Marginal	Does not clearly meet some specified minimum performance or capability requirements necessary for acceptable contract performance, but any proposal inadequacies are correctable.
Red	Unacceptable	Fails to meet specified minimum performance or capability requirements. Proposals with an unacceptable rating are not awardable

**M.4.3.: Factor 3 – Past Performance** - This factor consists of the sub factors listed below in descending order of importance. For the proposal to be successful it must demonstrate that it meets certain established standards. The Government will use the following standards for this factor/sub factors and elements during the evaluation process. Information not contained in the proposal will not be considered in the evaluation. Offerors are reminded that the burden of providing sufficient data rests with the offerors.

- Sub-factor 3.1.: Customer satisfaction
- Sub-factor 3.2.: Technical accomplishments
- Sub-factor 3.3.: Continuation of service
- Sub-factor 3.4.: Risk management (which includes proposal risk)

M.4.3.1. Performance Confidence considers those risks associated with an offeror's likelihood of success in performing the solicitation requirements as indicated by the offeror's record of past performance. Performance Confidence is assessed by the Source Selection Evaluation Board (SSEB) and is assigned a narrative rating. See the table in M.4.3.4. below.

M.4.3.2. The Government will conduct a Performance Confidence Assessment based upon the currency, relevancy, source, context, and general trend of the offeror's past performance as it relates to the probability of successful accomplishment of all the performance requirements of the solicitation. The evaluation will consider the performance of an offeror and all team or joint venture members and subcontractors as it relates to all solicitation requirements. This is including cost, schedule, including the administrative aspects of performance; the offeror's history for reasonable and cooperative behavior and commitment to customer satisfaction; the offeror's record of compliance with safety, environmental and security laws and regulations; and generally, the offeror's businesslike concern for the interests of its customers. The SSEB may also evaluate the offeror's previous subcontracting plan/teaming arrangement achievements, the contractor's ability to achieve previously proposed small business goals and the actions taken to achieve those goals.

M.4.3.3. Each Performance Confidence Assessment will consider the furnished or gathered data, significant achievements, the number and severity of problems, the effectiveness of corrective actions taken, and the overall work record. The Government will obtain any available information on the offeror and its proposed subcontractors to include data from any Department of Defense (DoD) databases such as the Past Performance Management Information System, Past Performance Information Retrieval System (PPIRS), or other sources.

M.4.3.4. Rating Methodology for Past Performance: A significant achievement, problem, or lack of relevant data in any element of work can become an important consideration in the source selection process. A negative finding under any factor may result in an overall low confidence rating. Therefore, offerors are reminded to include relevant past efforts, as described and limited in L.13(b)(3)(B), including demonstrated corrective actions, in their proposal. Each contract submitted by the offeror to substantiate past performance will first be rated for relevancy by the Government and a rating of *Highly Relevant, Relevant, Somewhat Relevant or Not Relevant* will be assigned. This relevancy rating will be used when considering how much weight to ascribe to each contract. Then Contract Performance Ratings will be ascribed to the offeror's work on that contract as follows: "1" (Red) – Unsatisfactory, "2" (Yellow) – Marginal, "3" (Green) – Satisfactory, "4" (Purple) – Very Good or "5" (Blue) – Exceptional. After the Government considers all factors, a Performance Confidence Assessment will be made for each offeror. That assessment will be one of the following:

## PERFORMANCE CONFIDENCE ASSESSMENT DEFINITIONS

<p><b>Exceptional (High Confidence):</b> Based on the offeror's performance record, essentially no doubt exists that the offeror will successfully perform the required effort.</p>
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<b>Very Good (Significant Confidence):</b> Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.
<b>Satisfactory (Confidence):</b> Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort.
<b>Marginal (Little Confidence):</b> Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.
<b>Unsatisfactory (No Confidence):</b> Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.
<b>Neutral (Unknown Confidence):</b> No performance record identifiable (see FAR 15.305(a)(2)(iii) and (iv)).

M.4.3.5. Past Performance Questionnaires will be only be sent to past performance points of contacts contained in the proposals that are determined to be in the competitive range. The Past Performance questionnaires are designed such that all questions need not be answered by the person evaluating the offeror's performance. Accordingly, unanswered questions will not contribute negatively or positively to an offeror's score..

M.4.3.6. Since the Government team evaluating Past Performance does not perform the proposal risk assessment, it generally will not review the technical, management or cost sections of the offerors' proposals. In conducting the performance risk assessment, the Government may not necessarily interview all of the sources provided by the offerors. Therefore, it is incumbent upon the offerors to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing acceptability rests with the offerors.

#### M 4.4 Factor 4: Cost/Price

M 4.4.1 Although price is less important than the other evaluation factors, it **is** a substantial factor and **will** be evaluated. Cost/Price will be evaluated to determine whether the offeror understands the requirements and risks inherent in the scope of work. In addition, Cost/Price will be evaluated to determine the feasibility of performing all the terms and conditions of the offer within the total price proposed by the offeror.

M 4.4.2 Cost will be evaluated for realism and reasonableness for the entire estimated length of contract, estimated from the level of effort identified by the Government, and computed by the fully loaded labor rates. When evaluating cost, the Government will consider:

- is proposed cost realistic for work to be performed;
- does the proposed cost reflect a clear understanding of the requirements of the solicitation;
- is the proposed cost consistent with approaches contained in the offeror's management/technical proposal; and
- data on the Uncompensated Overtime, which will be analyzed in conjunction with the Professional Employee Compensation Plan in accordance with FAR 22.1103.

M 4.4.3 Cost realism is whether or not the offeror has proposed sufficient resources to successfully perform the contract work. Resources include labor, materials, facilities, equipment, travel, incentives, and other elements of cost (direct and indirect) necessary to provide timely conformance to the statement of objectives. Offerors who submit unrealistically low prices may be removed from the competitive range.

M 4.4.4 Price reasonableness is a matter of the competitiveness of the offeror's proposal, considering the price and evaluation criteria. Competitiveness is not determined by a simple comparison with the prices

proposed by the other offerors, but rather, involves making trade-offs among offers with varying degrees of advantageousness. For that reason, award will be made to the offeror determined to be most advantageous to the Government, cost and other factors considered. Consequently, integration of evaluation criteria with the total evaluated price could result in award to other than the offeror with the lowest evaluated price.

#### **M.5. Preliminary Evaluation**

M.5.1. A preliminary evaluation will be completed. The direct result of the preliminary evaluation will be an initial competitive range recommendation that may remove some proposals from further consideration.

M.5.2. The preliminary evaluation will consist of the following;

- (a) Responsiveness to this solicitation;
- (b) Conforming to the requirements of the solicitation; and
- (c) Determination of responsibility.

M.5.3. Proposals that satisfy all requirements of the preliminary evaluation will go into a review phase using the criteria established in Section M of this document. This phase identifies any proposals that are patently incomplete, unrealistic, or so deficient that a major rewrite would be necessary in order for the proposal to be acceptable.

M.5.4. The Contracting Officer, with the concurrence of the Source Selection Authority, may make a Competitive Range Determination based on the results of this preliminary evaluation and review phase.

M.5.5. The Contracting Officer will notify companies that are not in the competitive range as soon as possible.

#### **M.6. Final Evaluation**

M.6.1. At the conclusion of the preliminary evaluation, the evaluation will commence in accordance with the evaluation criteria stated in paragraph M.4 of this solicitation.

M.6.2. The Government reserves the right to award without discussions.

M.6.3. Final evaluation will conclude with a recommendation for award to the Source Selection Authority.

#### **CLAUSES INCORPORATED BY REFERENCE**

52.217-5

Evaluation Of Options

JUL 1990

#### **CLAUSES INCORPORATED BY FULL TEXT**

5652.215-9012 Basis for Award (2001)

(a) Award of the contract(s) resulting from this solicitation will be made to the offeror whose proposal is deemed to represent the best value to the Government based on the factors listed below. Factors are listed in descending order of importance.

**See Paragraph M.4 above**

(b) All evaluation factors individually and combined are significantly more important than cost.

(end of clause)

5652.215-9012 Alternate I Basis for Award (2001)

(c) Past performance will be evaluated, see paragraph M.4.3. Offerors shall identify past or current contracts with Federal, State, and local governments and private industry for efforts similar to the effort required by this solicitation. Offerors may identify up to 10 past performance references. The Government will use list provided by the offeror in accordance with 5652.215-9008 "Past Performance Data" along with other available information, including reports obtained from the DOD Past Performance Assessment Information System, to determine the offeror's risk of performance with regard to past performance. The evaluation will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, and/or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the effort required by this solicitation. When an offeror has no record of relevant past performance, or for whom past performance information is not available, that offeror shall be given a neutral rating which will not be considered as neither a favorably or unfavorably past performance record.

(end of clause)