

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

1. REQUISITION NUMBER
 W909UJ90561001

PAGE 1 OF 20

2. CONTRACT NO.
 GS10F0343L

3. AWARD/EFFECTIVE DATE
 28-Feb-2009

4. ORDER NUMBER
 W9133L-09-F-0074

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

b. TELEPHONE NUMBER (No Collect Calls)

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY
 NGB-ZC-AQ - W9133L
 1411 JEFFERSON DAVIS HWY
 ARLINGTON VA 22202-3231

CODE W9133L

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: % FOR
 SB
 HUBZONE SB
 8(A)
 SVC-DISABLED VET-OWNED SB
 EMERGING SB

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS
 Net 30 Days

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

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

TEL:
 FAX: 703-607-1742

SIZE STD: NAICS:

15. DELIVER TO SEE SCHEDULE
 N/A
 N/A AA N/A

CODE SCHED1

16. ADMINISTERED BY

CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR
 SYSTEMS PLUS, INC.
 BRIJ KOOLWAL
 ONE RESEARCH CT STE 360
 ROCKVILLE MD 20850-6266

CODE OP8J0

FACILITY CODE

TEL. 301-948-4332

18a. PAYMENT WILL BE MADE BY
 DFAS/HQ/VENDOR PAY-HQ0105
 8899 E. 56TH ST.
 DEPT. 3800
 INDIANAPOLIS IN 46249-3800

CODE HQ0105

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

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

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

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

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

\$482,356.00 EST

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN @ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE GSA BPA W9133L08A0002
 OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

(b) (6)

31c. DATE SIGNED
 08-Apr-2009

30b. NAME AND TITLE OF SIGNER
 (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
(b) (6) Contract Specialist

TEL: 703-607-1218

EMAIL: **(b) (6)**@us.army.mil

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

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	6HLD - ISR Services FFP Instllations Status Report -Services FOB: Destination PURCHASE REQUEST NUMBER: W909UJ90561001				\$0.00
				NET AMT	\$0.00
	ACRN AA CIN: W909UJ905610010001				\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	(b) (4)	(b) (4)	Hours	(b) (4)	(b) (4)
	FFP Program Manager FOB: Destination PURCHASE REQUEST NUMBER: W909UJ90561001				
				NET AMT	(b) (4)
	ACRN AA CIN: W909UJ905610010001AA				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	(b) (4)	(b) (4)	Hours	(b) (4)	(b) (4)
	FFP Alternate Program Manager FOB: Destination PURCHASE REQUEST NUMBER: W909UJ90561001				

NET AMT

(b) (4)

ACRN AA
CIN: W909UJ905610010001AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	(b) (4)	(b) (4)	Hours	(b) (4)	(b) (4)
	FFP Subject Matter Expert FOB: Destination PURCHASE REQUEST NUMBER: W909UJ90561001				

NET AMT

(b) (4)

ACRN AA
CIN: W909UJ905610010001AC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Dollars, U.S.		(b) (4)
	Travel COST Travel shall be reimbursed in accordance with the JTR FOB: Destination PURCHASE REQUEST NUMBER: W909UJ90561001				

ESTIMATED COST

(b) (4)

ACRN AA
CIN: W909UJ905610010002

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	POP 28-FEB-2009 TO 27-FEB-2010	N/A	SEE SCHEDULE N/A N/A AA N/A FOB: Destination	SCHEDI
0001AB	POP 28-FEB-2009 TO 27-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHEDI
0001AC	POP 28-FEB-2009 TO 27-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHEDI
0002	POP 28-FEB-2009 TO 27-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHEDI

ACCOUNTING AND APPROPRIATION DATA

AA: 219206500000181050131G79N20002512376HLDW909UJ905610016HLD37044205
 AMOUNT: \$482,356.00
 CIN W909UJ905610010001: \$0.00
 CIN W909UJ905610010001AA: (b) (4)
 CIN W909UJ905610010001AB: (b) (4)

CIN W909UJ905610010001AC: (b) (4)
CIN W909UJ905610010002: \$10,000.00

PWS

STATEMENT OF OBJECTIVES

**INSTALLATION STATUS REPORT
SERVICES AND SERVICE BASED COSTING (SBC)**

1. GENERAL

The contractor needs extensive expertise in all levels of Installation Status Report. The Army National Guard, Army Installations (NGB-ARI) Division, ISR data collection, QA/QC, analysis and report production for the ARNG and assistance in correcting ARNG Real Property Records.

The technical expertise to encompass the full scope of this requirement must come from the contractor. Since management of the ISR program is the responsibility of Facilities Management Branch (NGB-ARI-FM), the technical expertise requirement identified is needed to assist the ARNG ISR Manager in maintaining accurate and timely reporting from all States, Territories and Commonwealths throughout the ARNG.

1.2 CONTRACTING OFFICER'S REPRESENTATIVES (COR).

CORs are the individuals empowered by the Contracting Office (CO) to provide oversight of the contractor's daily performance. Separate CORs may be appointed based on the work being performed under the Contract and the area of COR expertise required and available. The contractor will be notified in writing of the CORs assigned and their specific authority.

1.3 CONTRACTOR VERIFICATION SYSTEM (CVS).

Within 15 days of the award the contractor must submit a list of employees who will be supporting the effort and require access to the Government facility and network, to the COR for input into the Contractor Verification System (CVS) and coordinate with the appropriate COTR for sponsoring of an Army Knowledge On-line (AKO) email account. The list shall include the employee's full name, address, date of birth, social security number, and Army Knowledge On-line (AKO) email address (if known, or an alternate email address where the person may be reached). Once the COR inputs their data into the CVS they will receive a system generated email to visit the CVS website and update and verify their information. Within a few days after they complete the application (unless there are issues with their registration/NAC, etc.), they will be approved and will receive a second system generated email stating that their registration is complete. At that point they should visit the nearest DEERS/RAPIDS workstation with two forms of identification and a completed DD-2482 Form for issuance of a CAC card. Failure to respond to the first system generated email within five days will remove them from the system and their personal details will need to be resubmitted. It is the contractor's responsibility to give their employees the award number and expiration date to complete the application.

1.4 OPERATING HOURS

The Facility will normally be open from 6:00 AM to 6:00 PM for routine visits by members of Congress, Cabinet level staff, Department of Defense VIP's and staff, NGB General Officers, General Officers and staff from the fifty four states and territories as well as other dignitaries, retired government employees and contractors. Contractor personnel are expected to be available Monday through Friday 7:30 AM until 4:30 PM. Some weekend and holiday travel and work may be required by the government. This will be requested by the COR prior to accomplishment and contractor will be reimbursed for overtime and travel costs using applicable CLINs. The government will approve invoices for overtime upon submission of timesheet, travel expense report and trip report. The contractor employee will be required to work on-site (any government facility) a maximum of 80 consecutive hours per month.

1.5 NON-PERSONAL SERVICES

All Contractor employees performing services under this order will be controlled, directed, and supervised at all times by the contractors Program Manager. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

2. SCOPE OF WORK

The purpose is to provide the Army National Guard (ARNG) Installation Status Report (ISR) program manager technical and analytical support. The purpose of the support will be to assist in data collection, maintenance and accurate and timely ISR reporting of the fifty-four States, Territories and Commonwealths within the ARNG. The contractor shall provide all management, personnel, equipment, travel, tools, materials, supervision, and support necessary to accomplish the tasks defined herein.

The basis for the Installation Status Report (ISR) is contained in AR 210-14 (30 April 2007). The management of the ISR program is the responsibility of Facilities Management Branch, Installations Division of the Army National Guard. The ISR's purpose is to provide Department of the Army (DA), National Guard Bureau (NGB) and State level planners and programmers with consistent information to determine facilities and other resource requirements at Army National Guard installations. As such, it is part of the foundation of the installation master plan. The ISR is used within the Army to validate and justify Army Military Construction projects, other installation resource requirements as well as key areas of base operation service and base support functions. Key to this effort is the ISR's integration with Headquarters Real Property Planning and Analysis System (HQ-RPLANS) and the Real Property Inventory (RPI). The ISR is also a key element in reporting Infrastructure readiness to DoD and the Congress through the Installation Readiness Report (IRR). ARNG military construction and sustainment, restoration and modernization requirements are generated through HQ-RPLANS and critical to that requirements generation is the integration of ISR data within HQ-RPLANS and NGB RPI information maintained in PRIDE.

3. MAJOR REQUIREMENTS

3.1 The Army National Guard requires Contractor support to assist in collecting, QA/QC, comprehensive review/analysis of ISR Infrastructure, Services and Service Based Costing (SBC)) data and develop reports required by the ARNG ISR Program Manager for management and analysis of the ISR program. Incumbents will advise the ARNG ISR Manager of deficiencies that would affect the status of ARNG infrastructure and services provided by the respective States and the ARNG in total. Provides technical review of the States' data to ensure they meet Department of the Army guidelines and their QA/QC requirements.

3.2 NGB also requires contractual support to assist in the conduct of coordination between the NGB and the States for all ISR matters and to disseminate information, help train State ISR personnel, gather ISR data, and standardize and systematize ISR procedures throughout the States. This effort will require plans, and procedures for the conduct of ISR-related activities, development of training materials, liaison and training visits, attendance at conferences, and the ability to provide technical assistance to the States during duty hours.

3.3. The NGB also requires contractual support in preparing a roster of States' reporting dates, a comprehensive briefing of the ISR data collection results, outcomes and trends. Using input received from the States; provide ARNG requirements for funding to support the ARNG in providing highest quality facilities and services at the lowest possible cost.

3.4 The NGB also requires contractual support in analyzing and adjusting the ISR Services and SBC systems supporting their budgeting, allocation, execution and programming responsibilities. These systems must support the ACSIM's management processes for facilities base operations.

3.5 The NGB also requires contractual support for monitoring and administering enrollment of State ISR Managers and Administrators and their staffs to ISR training events.

4. TASKS

4.1 TASK 1.0 Maintain Army National Guard (ARNG) ISR Information

(1) Task 1.1 Acquire and Review ISR Source Information -- On a continuous basis the contractor will acquire ISR source information from DA, NGB, and the States or other designated sources, load, and convert the information into databases or information sets, and review the information for consistency and completeness, correcting the information as necessary. This effort will make use of existing ARNG systems and process

(2) Task 1.2 Assist in Developing Processes, Procedures or Protocols for Managing ISR Information -- The contractor will assist the ARNG ISR Program Manager to develop, update, or modify existing or new policies, processes, procedures, protocols for the management, update, distribution, and accountability for ISR-type information that will be used to report ARNG data. A critical component of this effort is helping to improve the effective integration with HQ-RPLANS and PRIDE as required.

(3) **Task 1.3 Conduct Studies, Assessments, or Other Investigations in Support of the ISR Processes** – The contractor will undertake studies, assessments, or investigations across the ARNG to assemble ISR-related information for the purpose of defining BASOPS services or resource-related data. The results of these efforts will be documented, presented, briefed, and coordinated, as required, to represent an ARNG position.

(4) **Task 1.4 Perform ISR Periodic Updates** -- The contractor will be required to coordinate with the States to undertake and complete periodic ISR updates.. This effort will require the issuance of broad guidance, assisting in the assembly of data for subordinate commands, compiling summary information representing the ARNG, performing QA/QC on the ISR input to HQDA, and coordinating results with the command group of other NGB entities. The contractor will maintain, at least monthly, updates to the ISR or ISR-related databases for which he/she is responsible and facilitate coordination between feeder data from other database sources and the ISR database.

(5) **Task 1.5 Provide Support to Field Organizations** – The contractor will provide technical and procedural support to field organizations in the States in the use of ISR data and ISR processes. This effort will include remote and on-site training, e-mail and phone support, attendance at conferences and meetings, presentations, briefings, and participation in other forums as directed where ISR expertise on ARNG processes and procedures is required. The contractor will maintain a log of assistance provided, issues, and other information for use in tracking improvements to ISR support and assistance.

(6) **Task 1.6 Contractor shall insure that the individual who provides ISR services/SBC support is cross-trained with ISR Infrastructure and Installation Preparedness Program (VIPP).** This cross-training can be done during performance.

4.2 TASK 2.0 Support After Action Reviews (AARs) –The contractor will support and attend three AARs. One with the Assistant Chief of Staff for Installation Management (ACSIM) and two with the ARNG ISR Working Group (ISRWG). The purpose of these AARs will be to provide a forum for field organizations to discuss ISR-related issues and to assist in ensuring ISR updates will meet National Guard Bureau expectations. The contractor will prepare reports of each meeting for internal use by NGB-ARI and to document ISR process improvement recommendations.

4.3 TASK 3.0 Conduct Contract In-Process Reviews (IPRs) – The contractor will conduct up to three (3) one half day Contract IPRs, attended by the Contracting Officer's Representative (COR) and management personnel to brief on work completed during the designated period with selected examples for review. Report on the progress of resolving action items assigned by the COR at the preceding Contract IPR (10 copies per meeting). Prepare Contract IPR minutes and the attendants list within 7 workdays of the scheduled IPR.

4.4 TASK 4.0 Provide Support to the ARI (Installations Division Team) --

(1) **Task 4.1 Analyze the business functions used by the ARNG for its facilities base operations.** A facilities base operation includes utilities, municipal services, engineering services, fire and emergency services and real property leases. Determine compatibility with the PRIDE, ASIP, RPLANS, and ISR – SBC – SSC – BRM programming processes being used by ACSIM to assure ARNG process supports the ACSIM process. Provide a

decision briefing of results and recommendations to the Contracting Officer's Representative (COR).

(2) Task 4.2 Analyze existing support systems used by the Team in current budgeting, execution and requirements development processes. This will include analyzing the Budget Obligation And Tracking System (BOATS) and its Personnel Allocation System (PAS), as well as the Planning Resource For Infrastructure Development and Evaluation (PRIDE), the ARNG real property inventory system. Specifically, an analysis of these systems must determine the validity of the development of authorizations for federally reimbursed state employees and assurance that this can be linked to the programming process used by ACSIM.

(3) Task 4.3 Provide analysis of Team processes to the Team Leader. Responsible for managing the Engineering portion of ISR Services and Service Based Costing (SBC), Quality, Quantity and Cost collecting Actual Costs, Service Performance Standards and Quality Ratings (Outcomes). The contractor will follow the Service Based Costing "Rules of Engagement", resources must match pacing measures, no mission funding allowed. The contractor will focus on services and work closely with the program managers to analyze top loaded data.

5. DELIVERABLES

Other than the Report listed above in Task 3.0, Contract In-Process Review Reports, all other deliverables are assumed to be NGB in-house directed and maintained reports and databases.

6. TRAVEL REQUIREMENTS

Contractor personnel supporting this task will be required to travel for the purpose of conducting coordination, training, technical support, attend meetings, or other ARNG functions where ISR-related activities require his/her presence. Reimbursement to the contractor shall be in accordance with the Joint Travel Regulations (JTRs). Contractor personnel may not travel if there are insufficient travel funds available.

6.1 Any travel must be requested in writing in advance, for written approval from the COR. Contractor personnel shall use the attached travel request form or provide the details identified on this form in their request to the COR. CORs are only authorized to approve travel for personnel supporting their respective efforts and within the awarded amounts. The COR will maintain a file with these travel requests, and they will be used to cross reference charges on the monthly invoices. The final approval and details of the requested trips will be forwarded to the COR.

6.2 The Government intends to include a reimbursable CLIN for travel with a NOT TO EXCEED (NTE) amount. Anticipated trips are listed below. The duration of these trips will vary from a few hours a day to multiple weeks at a time.

6.2.1 The contractor will be required to attend the annual two week "Construction and Facilities Management Officer University" (CFMO-U) course.

6.2.2 The contractor will be required to attend a one week ISR training course sponsored by DA to provide and receive instruction on the ISR and related systems.

6.2.3 The contractor will be required to attend at least two two-day meetings for ISR Working Group (ISRWG) meetings at sites to be determined. .

6.2.4 The contractor will participate in four State assistance visits conducted during the year. Each visit is two-three days in length.

6.2.5 Additionally, local travel may be required up to ten times monthly for meetings, planning sessions, and training.

7. GOVERNMENT PROVIDED FACILITIES AND EQUIPMENT:

No government facilities or equipment will be provided unless contractor personnel are on-site (Paragraph 1.5) at the Army National Guard Readiness Center (ARNGRC). When working at ARNGRC the government will provide a computer and telephone.

8. Quality Assurance Surveillance Plan (QASP) and Quality Control

8.1 Draft Quality Assurance Surveillance Plan. In accordance with FAR 37.604 the contractor shall submit within 30 days after award, a recommended (detailed) technical management plan describing the process that will be used to ensure that NGB is receiving the services contracted for through Statement of Objectives. The QASP should, at a minimum, contain the following elements: a schedule for surveillance, the method of surveillance, the standards by which the services will be compared and incentives for exceeding the standards. The Government reserves the right to change elements of the proposed QASP at any time. This will serve to ensure that the appropriate areas of the program are measured for determining success, and that the results obtained are meaningful to the program. This document shall be reviewed and updated by the Government to be incorporated into the contract within 30 days after receipt for contractor information purposes only

8.2 Quality Control Plan. The contractor shall develop, implement, and maintain a Quality Control Plan (QCP) to ensure that services provided meet or exceed the requirements of this Statement of Objectives. Changes to the approved QCP must also be submitted and approved by CO, with input from the COR or COTR(s), prior to use. The Quality Control Plan must be submitted with the offeror's proposal. At a minimum the QCP should include the following elements:

Contractor's corporate policy for quality control.

Job titles/qualifications of personnel performing quality control.

Description of an inspection system for services required by the task order.

Methods for identifying deficiencies in the quality of service provided.

Specify areas that will be inspected and how they often those areas will be evaluated (scheduled, unscheduled, etc.).

Description of a customer feedback program to include a quarterly customer survey ('customer' here means the COTRs and system users).

Description of a communication plan with the Government to evaluate task order performance.

8.3 QCP Documentation. Results from quality control inspections performed in accordance with the QCP will be used to determine the effectiveness of the contractor's performance. The contractor must develop a method for identifying deficiencies along with remedial action taken to improve performance. The contractor must establish and maintain records of all quality control inspections and corrective actions taken throughout the term of the task order, and for the period after task order completion until final settlement of any claims under this task order, and be made available to the government upon request.

Personnel

Contractor shall provide narratives for personnel proposed to accomplish these tasks which will include a position description. The contractor shall identify how this individual is qualified to perform the necessary tasks. Resumes, if not previously provided, shall include the relevant qualifications, background, experience, and accomplishments for these individuals in sufficient detail to demonstrate the capability of such personnel to meet the requirements of the SOO. The work history of each person should contain experience directly related to the tasks and functions he/she is intended to perform under the proposed contract.

If these individuals are not currently employed by the contractor, a signed letter of agreement shall be included with that individual's resume.

Minimum Qualifications Required:

2 years of experience with the Installation Status Report Program

3 years experience working with the Army National Guard

ATTACHMENT A – Pre-approval Travel Form

Pre-Approval Travel Request

Primary Business Address
 Your Address Line 2
 Your Address Line 3
 Your Address Line 4

Phone: 555-555-555
 FAX: 555-555-555
 E-mail: someone@example.com

Date of Request:

Employee Name:

Travel FROM and TO:

Dates of Travel:

Purpose of Trip:

Costed Item	Estimated Cost
EXAMPLE:	
AirFare	\$1000
Per Diem	\$1500
Total Estimate	\$2500

Appendix B - In-Process Reviews

Purpose. To specify requirements for an In-Process Review (IPR).

Execution. The IPR is an important tool to educate Government personnel on what has been accomplished and what critical issues affect ongoing and planned work efforts. It allows the Government technical representative(s) the opportunity to chart progress on programs and provide information and data needed.

Coordinating Instructions.

IPRs can at the discretion of the Technical Point of Contact, be a written report, if the technical POC will not be available in a given week.

IPRs shall address who, what, when, where, and why events are important.

IPRs shall report:

Key findings from travel

Key findings from meetings or conferences

Actions that affect the Contractor's ability to support contract requirements

Actions that may impact the program(s) the Contractor is supporting or that affect the Government's ability to support full materiel release such as completed STRAP staffing or prepared draft TTP for testing

Travel funds status

Appendix C - Trip Reports

Trip reports are essential to ensure Government can track what transpired on a particular system event. Contractor format is acceptable ensuring following requirements are met and consistency in reports.

The report shall include an executive summary, consisting of:

Purpose of the trip.

Recommendations. Identify work required to correct deficiencies in the planning or documenting the system training support package and recommend an action office.

Discussion. The discussion shall provide findings of fact and include a detailed chronology of events. The report shall use simple language in the active voice. For example:

On 17 April 2003, the Maneuver Support Center (MANSCEN) and National Guard Bureau co-hosted a meeting of the DTL Subgroup of the Civil Support Team (CST)-Weapons of Mass Destruction (WMD) Tier II Integrated Concept Team (ICT) at the Hampton Inn, Saint Robert, Missouri. Enclosure 1 provides the meeting agenda and Enclosure 2 provides a list of meeting attendees.

During the introduction, Mr. Anderson provided the following information (or discussed the following issues):

National Guard Bureau (NGB) staff has completed the Fiscal Year (FY) 2004 (FY04) training guidance. The signed version is due out imminently.

NGB developed a matrix of current training sources and provided it to attendees.

Action Items. This provides a list of issues, impacts, individual responsible for corrective action and suspense date.

Appendix D - Contractor Personnel Matters

Restrictions: There is no known conflict of interest associated with this task.

The contractor will receive no privileged, proprietary, or otherwise sensitive information without the Government's knowledge and without both the Government and the Contractor implementing appropriate safeguards or agreements thereon.

The contractor shall not divulge any information accessed and obtained during the course of performing this task to other Contractor personnel or anyone outside the Government other than as necessary to accomplish the work. Failure to adhere to these non-disclosure safeguards may result in termination of this task.

Organizational structures and safeguards shall be used for protecting sensitive information and will be employed to ensure the Contractor cannot gain any unfair advantage and that no conflict of interest exists. The Contractor shall provide the Administrative POC with a copy of the corporate non-disclosure policy and signed non-disclosure agreements for each person that works on this delivery order.

Security Clearance: Work with classified materials up to the SECRET level is anticipated.

Identification of Contractor Employees on Military Installations: Contractor shall comply with all local rules, policies, and standing operating procedures of the host command.

The contractor shall provide each employee an identification (ID) badge on contract start date or on employment start date. The ID badge shall be made of nonmetallic material. The badge shall be easily readable and include employee's name, Contractor's name, functional area of assignment, security clearance, if applicable, and color photograph.

Display of ID Badges: Contractor personnel shall wear the ID badge at all times when performing work under this contract to include attending Government meetings and conferences. Unless otherwise specified in the contract, each Contractor employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement.

Answering Telephones: Contractor personnel shall identify themselves as contractor employees when answering Government telephones.

Using Electronic Mail: When Contractor personnel send email messages to Government personnel while performing on this contract, the Contractor's email address shall include the company name together with the person's name. When it is necessary for Contractor personnel to have a user address on a Government computer, the Government shall ensure that person's email address includes the name of their company.

WAWF

1. GOVERNMENT CONTRACTING PERSONNEL:

- a. The Contracting point(s) of contact for this contract will be the following:

Contract Specialist:

(b) (6) (b) (6) @us.army.mil

Office: 703-607-1218

Address:

National Guard Bureau (NGB-ZC-AQ)
1411 Jefferson Davis Highway, Suite 8100
Arlington, VA 22202-3231
Fax: 703-607-1742

- b. All contracting actions and/or correspondence should be forwarded through the COR appointed in the contract schedule.

2. CONTRACTING OFFICER'S REPRESENTATIVE (COR):

- a. The Contracting Officer has appointed the following individuals as the primary and alternate COR for this contract:

Primary COR:

(b) (6) 703-607-7914 (b) (6) @us.army.mil

Army National Guard Readiness Center
NGB-ARI
111 South George Mason Drive
Arlington, VA 22201
703-607-7918

- b. The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of the contractor's performance. The COR is NOT an Administrative Contracting Officer (ACO) and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other term and condition of the contract, or to direct the accomplishment of effort that goes beyond the scope the statement of work in the contract.
- c. When, in the opinion of the contractor, the COR requests efforts outside the existing scope of the contract, the contractor shall promptly notify the contracting officer in writing. The contractor under such direction shall take no action until the contracting officer has resolved the issue or has otherwise issued a modification to the contract.

3. ACCOUNTING FOR CONTRACT SERVICES:

The Secretary of the Army has implemented Accounting for Contract Services. This initiative has been put in place to obtain better visibility of the contractor service workforce. The Assistant Secretary of the Army (Manpower and Reserve Affairs) and the Assistant Secretary of the Army (Acquisition, Logistics and Technology) have implemented guidance to comply with this DoD Business Initiative Council (BIC) sponsored initiative. These contract reporting requirements are mandatory. By acceptance of this contract and performance under this contract, the contractor agrees to comply with these reporting requirements.

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site [Contractor Manpower Reporting (CMR) System] where the contractor will report ALL

contractor manpower (including sub-contractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address:

<https://contractormanpower.army.pentagon.mil>

The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (National Guard Bureau UIC is W00QFF); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

4. GENERAL INVOICE PREPARATION & SUBMITTAL INSTRUCTIONS:

- a. An invoice is a written and/or electronic request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice must include, as applicable, the following:
 - i. Name and address of the contractor
 - ii. Invoice Date
 - iii. Contract Number, or other authorization for supplies delivered or services performed (including order number and contract line item number)
 - iv. Name and address of contractor official to who payment is to be sent (must be the same as that in the contract or on a proper notice of assignment)
 - v. Name (where practical), title, phone number and mailing address of person to notified in the event of a defective invoice.
 - vi. Any other information or documentation required by other requirements of the contract (such as evidence of shipment)
- b. Invoices should match terms and CLIN structure of the contract for ease of payment by Defense Finance and Accounting Service (DFAS).
- c. Invoices shall be processed for approval and payment within 5 working days of the completion of work.
- d. Receipt of payments by a representative of the contractor's designated bank shall constitute a full accord and satisfaction of the Government's obligation under the contract to the extent of the amount of the payment made.
- e. This contract requires invoice submittal in accordance with Wide Area Workflow (WAWF). Submit one electronic original of all invoices to DFAS. IMPORTANT: DFAS must receive electronic submittal from the contractor in compliance with DFARS 252.232-7003. The COR(s) will certify all invoices for payment. For payment inquiries after submittal, please contact the DFAS Customer Service Desk or visit the Vendor Pay Inquiry System at the following web address:
<http://www.dfas.mil/money/vendor/>

5. WIDE AREA WORKFLOW INVOICE INSTRUCTIONS:

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

- Wide Area Workflow (WAWF) (see instructions below)*
- Web Invoicing System (WInS)(<https://ecweb.dfas.mil>)*
- American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats (<http://www.X12.org> and <http://www.dfas.mil/ecedi>)*
- Other (please specify) _____*

DFAS POC and Phone: DFAS Indianapolis, 1-888-332-7366

WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) Indianapolis, 1-888-332-7366 or faxed to 317-510-4642. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/contractorpay.html>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

TYPE OF DOCUMENT [Check the appropriate block]

- Commercial Item Financing*
- Construction Invoice (Contractor Only)*
- Invoice (Contractor Only)*

Invoice and Receiving Report (COMBO)

XX Invoice as 2-in-1 (Services Only)

- Performance Based Payment (Government Only)*
- Progress Payment (Government Only)*

Cost Voucher (Government Only)

Receiving Report (Government Only)

Receiving Report with Unique Identification (UID) Data (Government Only)

UID is a new globally unique "part identifier" containing data elements used to track DoD parts through their life cycle.

Summary Cost Voucher (Government Only)

CAGE CODE: DUN NUMBER:— TAX ID: _____

ISSUE BY DODAAC: **W9133L**

ADMIN BY DODAAC: **W9133L**

INSPECT BY DODAAC: **W909UJ**

ACCEPT BY DODAAC: **W909UJ**

SHIP TO DODAAC: **W909UJ**

LOCAL PROCESSING OFFICE DODDAC: **N/A**

PAYMENT OFFICE FISCAL STATION CODE: **HQ0105**

EMAIL POINTS OF CONTACT LISTING: *(Use Group e-mail accounts if applicable)*

INSPECTOR: **(b) (6)** @us.army.mil

ACCEPTOR: **(b) (6)** @us.army.mil

RECEIVING OFFICE POC: **(b) (6)** @us.army.mil

CONTRACT ADMINISTRATOR: **(b) (6)** @us.army.mil

CONTRACTING OFFICER: **(b) (6)** @us.army.mil

ADDITIONAL CONTACT **(b) (6)** @us.army.mil

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W909UJ90561000		PAGE 1 OF 21	
2. CONTRACT NO GS10F0343L		3. AWARD/EFFECTIVE DATE 28-Feb-2009		4. ORDER NUMBER W9133L-09-F-0075		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY NGB-ZC-AQ - W9133L 1411 JEFFERSON DAVIS HWY ARLINGTON VA 22202-3231 TEL: FAX: 703-607-1742		CODE W9133L		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD. NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE N/A N/A AA N/A		CODE SCHED1		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR SYSTEMS PLUS, INC. BRIJ KOOLWAL ONE RESEARCH CT STE 380 ROCKVILLE MD 20850-6266 TEL. 301-948-4332		CODE OP8JO		18a. PAYMENT WILL BE MADE BY DFAS/HQ/VENDOR PAY-HQ0105 8899 E. 56TH ST. DEPT. 3800 INDIANAPOLIS IN 46249-3800		CODE HQ0105	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$348,968.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				(b) (6)		08-Apr-2009	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				(b) (6) / Contract Specialist TEL: 703-607-1218 EMAIL: (b) (6)@us.army.mil			

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

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

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	6HLD ISR-I FFP APB#ARI08-001 Instillations Status Report - Infrastructure (ISR-I) FOB: Destination PURCHASE REQUEST NUMBER: W909UJ90561000				\$0.00
				NET AMT	\$0.00
	ACRN AA CIN: W909UJ905610000001				\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	(b) (4)	(b) (4)	Hours	(b) (4)	(b) (4)
	FFP FOB: Destination PURCHASE REQUEST NUMBER: W909UJ90561000				
				NET AMT	(b) (4)
	ACRN AA CIN: W909UJ905610000001AA				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	(b) (4)	(b) (4)	Hours	(b) (4)	(b) (4)
	FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: W909UJ90561000				

NET AMT (b) (4)

ACRN AA
CIN: W909UJ905610000001AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	(b) (4)	(b) (4)	Hours	(b) (4)	(b) (4)
	FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: W909UJ90561000				

NET AMT (b) (4)

ACRN AA
CIN: W909UJ905610000001AC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		(b) (4)	Dollars, U.S.	(b) (4)	(b) (4)
	Travel				
	T&M				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: W909UJ90561000				

TOT ESTIMATED PRICE (b) (4)

CEILING PRICE (b) (4)

ACRN AA (b) (4)
CIN: W909UJ905610000002

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	POP 28-FEB-2009 TO 27-FEB-2010	N/A	SEE SCHEDULE N/A N/A AA N/A FOB: Destination	SCHEDI
0001AB	POP 28-FEB-2009 TO 27-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHEDI
0001AC	POP 28-FEB-2009 TO 27-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHEDI
0002	POP 28-FEB-2009 TO 27-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHEDI

ACCOUNTING AND APPROPRIATION DATA

AA: 219206500000181050131G79N20002512376HLDW909UJ905610006HL.D37044205
 AMOUNT: \$348,968.00
 CIN W909UJ905610000001: (b) (4)
 CIN W909UJ905610000001AA: (b) (4)
 CIN W909UJ905610000001AB: (b) (4)
 CIN W909UJ905610000001AC: (b) (4)

CIN W909UJ905610000002: (b) (4)

PWS

STATEMENT OF OBJECTIVES

INSTALLATION STATUS REPORT INFRASTRUCTURE

1. GENERAL

The purpose of this task order is to outline the effort necessary for the contractor to operate, maintain, and enhance the ARNG Installation Infrastructure Status Report Program and Installation Preparedness Program.

The technical expertise required to complete this requirement must come from the contractor. Since management of the ISR program is the responsibility of Facilities Management Branch (NGB-ARI-FM), the technical expertise requirement identified is needed to assist the ARNG ISR Manager in maintaining accurate and timely reporting from all States, Territories and Commonwealths throughout the ARNG.

1.2 CONTRACTING OFFICER'S REPRESENTATIVES (COR).

CORs are the individuals empowered by the Contracting Office (CO) to provide oversight of the contractor's daily performance. Separate CORs may be appointed based on the work being performed under the Contract and the area of COR expertise required and available. The contractor will be notified in writing of the CORs assigned and their specific authority.

1.3 CONTRACTOR VERIFICATION SYSTEM (CVS).

Within 15 days of the award the contractor must submit a list of employees who will be supporting the effort and require access to the Government facility and network, to the COR for input into the Contractor Verification System (CVS) and coordinate with the appropriate COTR for sponsoring of an Army Knowledge On-line (AKO) email account. The list shall include the employee's full name, address, date of birth, social security number, and Army Knowledge On-line (AKO) email address (if known, or an alternate email address where the person may be reached). Once the COR inputs their data into the CVS they will receive a system generated email to visit the CVS website and update and verify their information. Within a few days after they complete the application (unless there are issues with their registration/NAC, etc.), they will be approved and will receive a second system generated email stating that their registration is complete. At that point they should visit the nearest DEERS/RAPIDS workstation with two forms of identification and a completed DD-2482 Form for issuance of a CAC card. Failure to respond to the first system generated email within five days will remove them from the system and their personal details will need to be resubmitted. It is the contractor's responsibility to give their employees the award number and expiration date to complete the application.

1.4 OPERATING HOURS

The Facility will normally be open from 6:00 AM to 6:00 PM for routine visits by members of Congress, Cabinet level staff, Department of Defense VIP's and staff, NGB General Officers, General Officers and staff from the fifty four states and territories as well as other dignitaries, retired government employees and contractors. Contractor personnel are expected to be available Monday through Friday 7:30 AM until 4:30 PM. Some weekend and holiday travel and work may be required by the government. This will be requested by the COR prior to accomplishment and contractor will be reimbursed for overtime and travel costs using applicable CLINs. The government will approve invoices for overtime upon submission of timesheet, travel expense report and trip report. The contractor employee will be required to work on-site a maximum of 80 consecutive hours per month.

1.5 NON-PERSONAL SERVICES

All Contractor employees performing services under this order will be controlled, directed, and supervised at all times by the contractors Program Manager. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

2. SCOPE OF WORK

The purpose is to provide the Army National Guard (ARNG) Installation Status Report (ISR) program manager technical and analytical support. The contractor will operate and maintain the existing system hardware; sustain the application software, develop and deliver user training programs and provide project management support. The purpose of the support will be to assist in data collection, maintenance and accurate and timely ISR reporting of the fifty-four States, Territories and Commonwealths within the ARNG. The contractor shall provide all management, personnel, equipment, travel, tools, materials, supervision, and support necessary to accomplish the tasks defined herein.

The basis for the Installation Status Report (ISR) is contained in AR 210-14 (30 April 2007). The management of the ISR program is the responsibility of Facilities Management Branch, Installations Division of the Army National Guard. The ISR's purpose is to provide Department of the Army (DA), National Guard Bureau (NGB) and State level planners and programmers with consistent information to determine facilities and other resource requirements at Army National Guard installations. As such, it is part of the foundation of the installation master plan. The ISR is used within the Army to validate and justify Army Military Construction projects, other installation resource requirements as well as key areas of base operation service and base support functions. Key to this effort is the ISR's integration with Headquarters Real Property Planning and Analysis System (HQ-RPLANS) and the Real Property Inventory (RPI). The ISR is also a key element in reporting Infrastructure readiness to DoD and the Congress through the Installation Readiness Report (IRR). ARNG military construction and sustainment, restoration

and modernization requirements are generated through HQ-RPLANS and critical to that requirements generation is the integration of ISR data within HQ-RPLANS and NGB RPI information maintained in PRIDE. The contractor will capture the proper data for entering into the ISR modules to meet the POM requirements to ensure correct execution data can be justified and documented to so increase in funding levels.

3. MAJOR REQUIREMENTS

3.1 The Army National Guard requires Contractor support to assist in collecting, QA/QC, comprehensive review/analysis of ISR Infrastructure, Services and Service Based Costing (SBC) data and develop reports required by the ARNG ISR Program Manager for management and analysis of the ISR program. Incumbents will advise the ARNG ISR Manager of deficiencies that would affect the status of ARNG infrastructure and services provided by the respective States and the ARNG in total. Provides technical review of the States' data to ensure they meet Department of the Army guidelines and their QA/QC requirements.

3.2 NGB also requires contractual support to assist in the conduct of coordination between the NGB and the States for all ISR matters and to disseminate information, help train State ISR personnel, gather ISR data, and standardize and systematize ISR procedures throughout the States. This effort will require plans, and procedures for the conduct of ISR-related activities, development of training materials, liaison and training visits, attendance at conferences, and the ability to provide technical assistance to the States during duty hours.

3.3. The NGB also requires contractual support in preparing a roster of States' reporting dates, a comprehensive briefing of the ISR data collection results, outcomes and trends. Using input received from the States; provide ARNG requirements for funding to support the ARNG in providing highest quality facilities and services at the lowest possible cost.

3.4 The NGB also requires contractual support in analyzing and adjusting the ISR Services and SBC systems supporting their budgeting, allocation, and execution and programming responsibilities. These systems must support the ACSIM's management processes for facilities base operations.

3.5 The NGB also requires contractual support for monitoring and administering enrollment of State ISR Managers and Administrators and their staffs to ISR training events.

4. TASKS

4.1 TASK 1.0 Maintain Army National Guard (ARNG) ISR Infrastructure Information

(1) Task 1.1 Acquire and Review ISR Infrastructure Source Information -- On a continuous basis the contractor will acquire ISR Infrastructure source information from DA, NGB, and the States or other designated sources, load, and convert the information into databases or information sets, and review the information for consistency and completeness, correcting the information as necessary. This effort will make use of existing ARNG systems and process. The contractor shall provide an analysis of each States' infrastructure mission quality and quantity ratings to determine the cost to improve between quantity and quality costs.

(2) **Task 1.2 Assist in Developing Processes, Procedures or Protocols for Managing ISR Infrastructure Information** -- The contractor will assist the ARNG ISR Program Manager to develop, update, or modify existing or new policies, processes, procedures, protocols for the management, update, distribution, and accountability for ISR-type information that will be used to report ARNG data. A critical component of this effort is helping to improve the effective integration with HQ-RPLANS and PRIDE as required. The contractor will be required to assist the states ISR Administrators with ISR-I roles and access.

(3) **Task 1.3 Conduct Studies, Assessments, or Other Investigations in Support of the ISR Processes** -- The contractor will undertake studies, assessments, or investigations across the ARNG, as directed, to assemble ISR-related information for the purpose of defining facility or resource-related data. The results of these efforts will be documented, presented, briefed, and coordinated, as required, to represent an ARNG position.

(4) **Task 1.4 Perform ISR Infrastructure Periodic Updates** -- The contractor will be required to coordinate with the States to undertake and complete periodic ISR Infrastructure updates.. This effort will require the issuance of broad guidance, assisting in the assembly of data for subordinate commands, compiling summary information representing the ARNG, performing QA/QC on the Infrastructure ISR input to HQDA, and coordinating results with the command group of other NGB entities. The contractor will maintain, at least monthly, updates to the ISR Infrastructure or ISR-related databases for which he/she is responsible and facilitate coordination between feeder data from other database sources and the ISR database.

(5) **Task 1.5 Provide Support to Field Organizations** -- The contractor will provide technical and procedural support to field organizations in the States in the use of ISR Infrastructure data and ISR processes. This effort will include remote and on-site training, e-mail and phone support, attendance at conferences and meetings, presentations, briefings, and participation in other forums, as directed where ISR expertise on ARNG processes and procedures is required. The contractor will maintain a log of assistance provided, issues, and other information for use in tracking improvements to ISR support and assistance. The contractor will be required to brief State Adjutant General (TAG) or Chief-of-Staffs and staffs during assistance visits.

(6) **Task 1.6 Contractor shall insure that the individual who provides ISR Infrastructure support is cross-trained with ISR Services / SBC and Installation Preparedness Program (VIPP).** This cross-training can be done during performance.

4.2 TASK 2.0 Support After Action Reviews (AARs) --The contractor will support and attend three AARs. One with the Assistant Chief of Staff for Installation Management (ACSIM) and two with the ARNG ISR Working Group (ISRWG). The purpose of these AARs will be to provide a forum for field organizations to discuss ISR Infrastructure related issues and to assist in ensuring ISR Infrastructure updates will meet National Guard Bureau expectations. The contractor will prepare reports of each meeting for internal use by NGB-ARI and to document ISR process improvement recommendations.

4.3 TASK 3.0 Conduct Contract In-Process Reviews (IPRs) -- The contractor will conduct up to three (3) one half day Contract IPRs, attended by the Contracting Officer's Representative (COR) and management personnel to brief on work completed during the designated period with selected examples for review. Report on the progress of resolving action items assigned by

the COR at the preceding Contract IPR (10 copies per meeting). Prepare Contract IPR minutes and the attendants list within 7 workdays of the scheduled IPR.

5. DELIVERABLES

Other than the Report listed above in Task 3.0, Contract In-Process Review Reports, all other deliverables are assumed to be NGB in-house directed and maintained reports and databases.

6. TRAVEL REQUIREMENTS

Contractor personnel supporting this task will be required to travel for the purpose of conducting coordination, training, technical support, attend meetings, or other ARNG functions where ISR-related activities require his/her presence. Reimbursement to the contractor shall be in accordance with the Joint Travel Regulations (JTRs). Contractor personnel may not travel if there are insufficient travel funds available.

6.1 Any travel must be requested in writing in advance, for written approval from the COR. Contractor personnel shall use the attached travel request form or provide the details identified on this form in their request to the COR. CORs are only authorized to approve travel for personnel supporting their respective efforts and within the awarded amounts. The COR will maintain a file with these travel requests, and they will be used to cross reference charges on the monthly invoices. The final approval and details of the requested trips will be forwarded to the COR.

6.2 The Government intends to include a reimbursable CLIN for travel with a NOT TO EXCEED (NTE) amount. Anticipated trips are listed below. The duration of these trips will vary from a few hours a day to multiple weeks at a time.

6.2.1 The contractor will be required to attend the annual two week "Construction and Facilities Management Officer University" (CFMO-U) course.

6.2.2 The contractor will be required to attend a one week ISR training course sponsored by DA to provide and receive instruction on the ISR Infrastructure system and related systems.

6.2.3 The contractor will be required to attend at least two two-day meetings for ISR Working Group (ISRWG) meetings at sites to be determined. .

6.2.4 The contractor will participate in four State assistance visits conducted during the year. Each visit is two-three days in length.

6.2.5 Additionally, local travel may be required up to ten times monthly for meetings, planning sessions, and training.

7. GOVERNMENT PROVIDED FACILITIES AND EQUIPMENT:

No government facilities or equipment will be provided unless contractor personnel are on-site (Paragraph 1.5) at the Army National Guard Readiness Center (ARNGRC). When working at ARNGRC the government will provide a computer and telephone.

8. Quality Assurance Surveillance Plan (QASP) and Quality Control

8.1 Draft Quality Assurance Surveillance Plan. In accordance with FAR 37.604 the contractor shall submit within 30 days after award, a recommended (detailed) technical management plan describing the process that will be used to ensure that NGB is receiving the services contracted for through Statement of Objectives. The QASP should, at a minimum, contain the following elements: a schedule for surveillance, the method of surveillance, the standards by which the services will be compared and incentives for exceeding the standards. The Government reserves the right to change elements of the proposed QASP at any time. This will serve to ensure that the appropriate areas of the program are measured for determining success, and that the results obtained are meaningful to the program. This document shall be reviewed and updated by the Government to be incorporated into the contract within 30 days after receipt for contractor information purposes only

8.2 Quality Control Plan. The contractor shall develop, implement, and maintain a Quality Control Plan (QCP) to ensure that services provided meet or exceed the requirements of this Statement of Objectives. Changes to the approved QCP must also be submitted and approved by CO, with input from the COR or COTR(s), prior to use. The Quality Control Plan must be submitted with the offeror's proposal. At a minimum the QCP should include the following elements:

Contractor's corporate policy for quality control.

Job titles/qualifications of personnel performing quality control.

Description of an inspection system for services required by the task order.

Methods for identifying deficiencies in the quality of service provided.

Specify areas that will be inspected and how they often those areas will be evaluated (scheduled, unscheduled, etc.).

Description of a customer feedback program to include a quarterly customer survey ('customer' here means the COTRs and system users).

Description of a communication plan with the Government to evaluate task order performance.

8.3 QCP Documentation. Results from quality control inspections performed in accordance with the QCP will be used to determine the effectiveness of the contractor's performance. The contractor must develop a method for identifying deficiencies along with remedial action taken to improve performance. The contractor must establish and maintain records of all quality control inspections and corrective actions taken throughout the term of the task order, and for the period after task order completion until final settlement of any claims under this task order, and be made available to the government upon request.

Personnel

Contractor shall provide narratives for personnel proposed to accomplish these tasks which will include a position description. The contractor shall identify how this individual is qualified to perform the necessary tasks. Resumes, if not previously provided, shall include the relevant

qualifications, background, experience, and accomplishments for these individuals in sufficient detail to demonstrate the capability of such personnel to meet the requirements of the SOO. The work history of each person should contain experience directly related to the tasks and functions he/she is intended to perform under the proposed contract.

If these individuals are not currently employed by the contractor, a signed letter of agreement shall be included with that individual's resume.

Minimum Qualifications Required:

2 years of experience with the Installation Status Report Program

3 years experience working with the Army National Guard

ATTACHMENT A – Pre-approval Travel Form

Pre-Approval Travel Request

Primary Business Address
 Your Address Line 2
 Your Address Line 3
 Your Address Line 4

Phone: 555-555-555
 FAX: 555-555-555
 E-mail: someone@example.com

Date of Request:

Employee Name:

Travel FROM and TO:

Dates of Travel:

Purpose of Trip:

Costed Item	Estimated Cost
EXAMPLE:	
AirFare	\$1000
Per Diem	\$1500

Total Estimate	\$2500

Appendix B - In-Process Reviews

Purpose. To specify requirements for an In-Process Review (IPR).

Execution. The IPR is an important tool to educate Government personnel on what has been accomplished and what critical issues affect ongoing and planned work efforts. It allows the Government technical representative(s) the opportunity to chart progress on programs and provide information and data needed.

Coordinating Instructions.

IPRs can at the discretion of the Technical Point of Contact, be a written report, if the technical POC will not be available in a given week.

IPRs shall address who, what, when, where, and why events are important.

IPRs shall report:

Key findings from travel

Key findings from meetings or conferences

Actions that affect the Contractor's ability to support contract requirements

Actions that may impact the program(s) the Contractor is supporting or that affect the Government's ability to support full materiel release such as completed STRAP staffing or prepared draft TTP for testing

Travel funds status

Appendix C - Trip Reports

Trip reports are essential to ensure Government can track what transpired on a particular system event. Contractor format is acceptable ensuring following requirements are met and consistency in reports.

The report shall include an executive summary, consisting of:

Purpose of the trip.

Recommendations. Identify work required to correct deficiencies in the planning or documenting the system training support package and recommend an action office.

Discussion. The discussion shall provide findings of fact and include a detailed chronology of events. The report shall use simple language in the active voice. For example:

On 17 April 2003, the Maneuver Support Center (MANSCEN) and National Guard Bureau co-hosted a meeting of the DTL Subgroup of the Civil Support Team (CST)-Weapons of Mass Destruction (WMD) Tier II Integrated Concept Team (ICT) at the Hampton Inn, Saint Robert, Missouri. Enclosure 1 provides the meeting agenda and Enclosure 2 provides a list of meeting attendees.

During the introduction, Mr. Anderson provided the following information (or discussed the following issues):

National Guard Bureau (NGB) staff has completed the Fiscal Year (FY) 2004 (FY04) training guidance. The signed version is due out imminently.

NGB developed a matrix of current training sources and provided it to attendees.

Action Items. This provides a list of issues, impacts, individual responsible for corrective action and suspense date.

Appendix D - Contractor Personnel Matters

Restrictions: There is no known conflict of interest associated with this task.

The contractor will receive no privileged, proprietary, or otherwise sensitive information without the Government's knowledge and without both the Government and the Contractor implementing appropriate safeguards or agreements thereon.

The contractor shall not divulge any information accessed and obtained during the course of performing this task to other Contractor personnel or anyone outside the Government other than as necessary to accomplish the work. Failure to adhere to these non-disclosure safeguards may result in termination of this task.

Organizational structures and safeguards shall be used for protecting sensitive information and will be employed to ensure the Contractor cannot gain any unfair advantage and that no conflict of interest exists. The Contractor shall provide the Administrative POC with a copy of the corporate non-disclosure policy and signed non-disclosure agreements for each person that works on this delivery order.

Security Clearance: Work with classified materials up to the SECRET level is anticipated.

Identification of Contractor Employees on Military Installations: Contractor shall comply with all local rules, policies, and standing operating procedures of the host command.

The contractor shall provide each employee an identification (ID) badge on contract start date or on employment start date. The ID badge shall be made of nonmetallic material. The badge shall be easily readable and include employee's name, Contractor's name, functional area of assignment, security clearance, if applicable, and color photograph.

Display of ID Badges: Contractor personnel shall wear the ID badge at all times when performing work under this contract to include attending Government meetings and conferences. Unless otherwise specified in the contract, each Contractor employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement.

Answering Telephones: Contractor personnel shall identify themselves as contractor employees when answering Government telephones.

Using Electronic Mail: When Contractor personnel send email messages to Government personnel while performing on this contract, the Contractor's email address shall include the company name together with the person's name. When it is necessary for Contractor personnel to have a user address on a Government computer, the Government shall ensure that person's email address includes the name of their company.

WAWF

1. GOVERNMENT CONTRACTING PERSONNEL:

- a. The Contracting point(s) of contact for this contract will be the following:

Contract Specialist:

(b) (6) (b) (6) @us.army.mil

Office: 703-607-1218

Address:

National Guard Bureau (NGB-ZC-AQ)
1411 Jefferson Davis Highway, Suite 8100
Arlington, VA 22202-3231
Fax: 703-607-1742

- b. All contracting actions and/or correspondence should be forwarded through the COR appointed in the contract schedule.

2. CONTRACTING OFFICER'S REPRESENTATIVE (COR):

- a. The Contracting Officer has appointed the following individuals as the primary and alternate COR for this contract:

Primary COR:

(b) (6) 703-607-7914 (b) (6) @us.army.mil

Army National Guard Readiness Center
NGB-ARI
111 South George Mason Drive
Arlington, VA 22201
703-607-7918

- b. The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of the contractor's performance. The COR is NOT an Administrative Contracting Officer (ACO) and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other term and condition of the contract, or to direct the accomplishment of effort that goes beyond the scope the statement of work in the contract.
- c. When, in the opinion of the contractor, the COR requests efforts outside the existing scope of the contract, the contractor shall promptly notify the contracting officer in writing. The contractor under such direction shall take no action until the contracting officer has resolved the issue or has otherwise issued a modification to the contract.

3. ACCOUNTING FOR CONTRACT SERVICES:

The Secretary of the Army has implemented Accounting for Contract Services. This initiative has been put in place to obtain better visibility of the contractor service workforce. The Assistant Secretary of the Army (Manpower and Reserve Affairs) and the Assistant Secretary of the Army (Acquisition, Logistics and Technology) have implemented guidance to comply with this DoD Business Initiative Council (BIC) sponsored initiative. These contract reporting requirements are mandatory. By acceptance of this contract and performance under this contract, the contractor agrees to comply with these reporting requirements.

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site [Contractor Manpower Reporting (CMR) System] where the contractor will report ALL

contractor manpower (including sub-contractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address:

<https://contractormanpower.army.pentagon.mil>

The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (National Guard Bureau UIC is W00QFF); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

4. GENERAL INVOICE PREPARATION & SUBMITTAL INSTRUCTIONS:

- a. An invoice is a written and/or electronic request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice must include, as applicable, the following:
 - i. Name and address of the contractor
 - ii. Invoice Date
 - iii. Contract Number, or other authorization for supplies delivered or services performed (including order number and contract line item number)
 - iv. Name and address of contractor official to who payment is to be sent (must be the same as that in the contract or on a proper notice of assignment)
 - v. Name (where practical), title, phone number and mailing address of person to notified in the event of a defective invoice.
 - vi. Any other information or documentation required by other requirements of the contract (such as evidence of shipment)
- b. Invoices should match terms and CLIN structure of the contract for ease of payment by Defense Finance and Accounting Service (DFAS).
- c. Invoices shall be processed for approval and payment within 5 working days of the completion of work.
- d. Receipt of payments by a representative of the contractor's designated bank shall constitute a full accord and satisfaction of the Government's obligation under the contract to the extent of the amount of the payment made.
- e. This contract requires invoice submittal in accordance with Wide Area Workflow (WAWF). Submit one electronic original of all invoices to DFAS. **IMPORTANT: DFAS must receive electronic submittal from the contractor in compliance with DFARS 252.232-7003. The COR(s) will certify all invoices for payment. For payment inquiries after submittal, please contact the DFAS Customer Service Desk or visit the Vendor Pay Inquiry System at the following web address:**
<http://www.dfas.mil/money/vendor/>

5. WIDE AREA WORKFLOW INVOICE INSTRUCTIONS:

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

- Wide Area Workflow (WAWF) (see instructions below)*
- Web Invoicing System (WInS)(<https://ecweb.dfas.mil>)*
- American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats (<http://www.X12.org> and <http://www.dfas.mil/ecedi>)*
- Other (please specify) _____*

DFAS POC and Phone: DFAS Indianapolis, 1-888-332-7366

WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) Indianapolis, 1-888-332-7366 or faxed to 317-510-4642. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/contractorpay.html>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

TYPE OF DOCUMENT [Check the appropriate block]

- Commercial Item Financing*
- Construction Invoice (Contractor Only)*
- Invoice (Contractor Only)*
- Invoice and Receiving Report (COMBO)*
- XX Invoice as 2-in-1 (Services Only)*
- Performance Based Payment (Government Only)*
- Progress Payment (Government Only)*

Cost Voucher (Government Only)

Receiving Report (Government Only)

Receiving Report with Unique Identification (UID) Data (Government Only)

UID is a new globally unique "part identifier" containing data elements used to track DoD parts through their life cycle.

Summary Cost Voucher (Government Only)

CAGE CODE: DUN NUMBER:----- TAX ID: _____

ISSUE BY DODAAC: **W9133L**

ADMIN BY DODAAC: **W9133L**

INSPECT BY DODAAC: **W909UJ**

ACCEPT BY DODAAC: **W909UJ**

SHIP TO DODAAC: **W909UJ**

LOCAL PROCESSING OFFICE DODDAC: **N/A**

PAYMENT OFFICE FISCAL STATION CODE: **HQ0105**

EMAIL POINTS OF CONTACT LISTING: *(Use Group e-mail accounts if applicable)*

INSPECTOR: **(b) (6)** @us.army.mil
ACCEPTOR: **(b) (6)** @us.army.mil

RECEIVING OFFICE POC: **(b) (6)** @us.army.mil

CONTRACT ADMINISTRATOR: **(b) (6)** @us.army.mil

CONTRACTING OFFICER: **(b) (6)** @us.army.mil

ADDITIONAL CONTACT: **(b) (6)** @us.army.mil



Systems Plus, Inc.

August 7, 2008

(b) (6)

National Guard Bureau
1411 Jefferson Davis Highway
Arlington, VA 22202

Subject: RFQ 299604 Central Installation Management Program and Sol. No. W9133L-08-R-2015 Information Technology and Program Management Support

Dear (b) (6):

Systems Plus, Inc. is pleased to submit our response to the subject Request for Quotation (RFQ) and solicitation for the National Guard Bureau (NGB). In accordance with the request, our quotation includes the attached documents and CDs for each Volume:

(b) (4)

Our proposal is valid through October 6, 2008, as required. Our response addresses each and every item in the solicitation, is completely responsive to the needs requested, and we have no exceptions to the solicitation requirements.

(b) (4)

(b) (4) Also, we have proposed the best combination of management flexibility, technical performance, qualified staff, and cost effectiveness in our approach. We are eager and prepared to provide a collaborative effort in all future Task Orders.

As you will see throughout our response, Systems Plus is a customer focused company and is strong in all requested areas. As the President and CEO of Systems Plus, Inc., I offer my personal commitment to providing the NGB with the best resources and services available. (b) (6) if you have any need to talk to me at any time, please call me direct at 301-948-4232. My email address is brij@sysplus.com or contract@sysplus.com.

Sincerely,

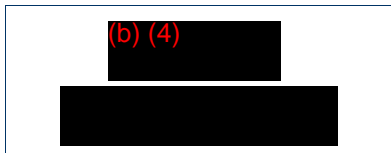
Brij Koolwal
President and CEO

Enclosures



National Guard Bureau

e-buy RFQ No. 299604 – Central Installation Management Program



Solicitation No. W9133L-08-R-2015 Information Technology and Program Management Support

Submitted to: August 7th 2008

Submitted by:

(b) (6)
National Guard Bureau
1411 Jefferson Davis Highway
Arlington, VA 22202
Tel: 703-607-1218

Email: (b) (6)



One Research Court, Suite 360
Rockville, MD 20850

Tel: 301-948-4232

Fax: 301-948-3918

DUNS 61196890

CAGE Code 0P8J0

Email: contract@sysplus.com



Title Page
RFQ 299604 – Central Installation Management Program

(b) (4)

RFQ/Solicitation No. W9133L-08-R-2015
Information Technology and Program Management Support
August 7th 2008 11:00 A.M

Submitted by:



Systems Plus

A SOLUTIONS ARCHITECT COMPANY

One Research Court, Suite 360 Rockville, MD 20850

Tel: 301-948-4232

Fax: 301-948-3918

DUNS 611196890

CAGE Code 0P8J0

POC: Brij Koolwal, President & CEO

Email: brij@sysplus.com

Authorized Signature

(b) (4)

RESTRICTION ON USE AND DISCLOSURE OF PROPOSAL INFORMATION

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [all].


Table of Contents

(b) (4)



National Guard Bureau
RFQ 299604 Central Installation Management Program
Sol. No. W9133L-08-R-2015
Information Technology and Program Management Support



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W9133L-08-R-2015	PAGE 1 OF 55
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W9133L-08-R-2015	6. SOLICITATION ISSUE DATE 04-Jun-2008	
7. FOR SOLICITATION INFORMATION CALL:	8. NAME PATRICIA HANNON		9. TELEPHONE NUMBER (No Collect Calls) 703-607-1218	10. OFFER DUE DATE/LOCAL TIME 11:00 AM 06 Aug 2008	
11. ISSUED BY NGB-ZC-AQ - W9133L 1411 JEFFERSON DAVIS HWY ARLINGTON VA 22202-3231 TEL: FAX: 703-607-1742	12. CODE W9133L	13. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR SB HUBZONE SB B(A) SVC-DISABLED VET-OWNED SB EMERGING SB SIZE STD: NAICS:		14. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 15. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 16. RATING 17. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	18. DISCOUNT TERMS Net 30 Days
19. DELIVER TO SEE SCHEDULE N/A N/A N/A TEL: FAX:	20. CODE SCHED1	21. ADMINISTERED BY			
22. CONTRACTOR/OFFEROR Systems Plus, Inc. 1 Research Court, Suite 360 Rockville, MD 20850 TEL. 301-948-4232 FACILITY CODE		23. PAYMENT WILL BE MADE BY			
<input type="checkbox"/> 24. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 25. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
26. ITEM NO.	27. SCHEDULE OF SUPPLIES/ SERVICES	28. QUANTITY	29. UNIT	30. UNIT PRICE	31. AMOUNT
	SEE SCHEDULE			See Attached	Schedule
22. ACCOUNTING AND APPROPRIATION DATA			23. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 24a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		<input type="checkbox"/> 24b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		26. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
27a. SIGNATURE OF OFFEROR/CONTRACTOR 		27b. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	27c. DATE SIGNED		
28a. NAME AND TITLE OF SIGNER (TYPE OR PRINT) BRIJ KOOLWAL, PRESIDENT & CEO	28b. DATE SIGNED August 6, 2008	28c. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

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 Prescribed by GSA
 FAR (48 CFR) 53.212

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 55	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE			See Attached Schedule	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY: (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)	
				42c. DATE REC'D (YY/MM/DD)	
				42d. TOTAL CONTAINERS	

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 FAR (48 CFR) 53.212

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W9133L-08-R-2015

Page 3 of 7

Section SF 1449 - CONTINUATION SHEET

INFORMATION TO OFFERORS

The contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services, except as specified in Section C-5 as government-furnished property and services, necessary to perform ongoing and recurring program management and information technology support services to ARNG. Specific functional requirements and performance locations will be further specified by task orders. The Contractor shall perform to the standards listed in each specific task order. Performance objectives and thresholds are outlined in the Service Delivery Summary (SDS) at paragraph C-4.2.1 and as specified on each task order.

The Government is obligated only to the extent of authorized purchases are actually made under this Blanket Purchase Agreement.

The period of performance for this Blanket Purchase Agreement is from date of award for a five (5) year period.

Purchases will be made under the BPA by issuing written task orders. These tasks order will be issued by the National Guard Bureau Contracting Office, 1411 Jeff Davis Highway, Arlington, VA. The dollar limitations on the task orders will be in accordance with the offerors Federal Supply Schedule.

See Volume IV, Price Proposal

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor FFP FOB: Destination PURCHASE REQUEST NUMBER: W909UJCBRNEISR				
				TOT ESTIMATED PRICE	
				CEILING PRICE	



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	2
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 05-Aug-2008	4. REQUISITION/PURCHASE REQ. NO. W909UCBRNEISR		5. PROJECT NO. (if applicable)	
6. ISSUED BY NGB ZC-AQ - W9133L 1411 JEFFERSON DAVIS HWY ARLINGTON VA 22202-3231		CODE W9133L	7. ADMINISTERED BY (If other than Item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) Systems Plus, Inc. One Research Court, Suite 360 Rockville, MD 20850				<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. W9133L-08-R-2015	
				<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 04-Jun-2008	
					10A. MOD. OF CONTRACT/ORDER NO.	
					10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Questions and Answers see page 2 of 2. Due Date for offers is extended to 07 August 2008 at 11:00 am, to NGB JPI 1411 Jefferson Davis Hwy, Arlington, VA 22202.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print) BRIJ KOOLWAL, PRESIDENT & CEO			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED August 5, 2008	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 05-Aug-2008	

EXCEPTION TO SF 30
 APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
 Prescribed by GSA
 FAR (48 CFR) 53.243

W9133L-08-R-2015
0001
Page 2 of 2

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The required response date/time has changed from 06-Aug-2008 11:00 AM to 07-Aug-2008 11:00 AM.

The following have been added by full text:

QUESTIONS AND ANSWERS
QUESTIONS AND ANSWERS

1. Is the contractor expected to perform both CBRN IPP program management services including budget planning, programming, and recommendations for requirements AND execute those same decisions by the Sample Task? There may be a conflict of interest for participating in both the program requirements using VIPP funds and then executing those decisions.

Answer - The program management for budget planning and programming for requirements will be completed by the government representative/COTR.

2. On page 43 of the RFQ, (Section L (A) Volume 1) The last sentence refers to SECTION K of this RFP. Section K is not included in this RFQ.

SECTION K Representations and Certifications are now required to be filed in ORCA. A copy shall be included as part of the vendor's proposal.

(End of Summary of Changes)

**Page 51 has been withheld
in its entirety pursuant to
5 U.S.C. § 552 (b)(4)**

**It is unreasonable to segregate any
portions within this record for release.**



Certification for: SYSTEMS PLUS, INC.

DUNS: 611196890

Certification Validity:

From: 08/05/2008 04:26:10 PM (EST)

To: 08/05/2009 04:26:10 PM (EST)

By submitting this certification, I, **Kevin Zhang**, am attesting to the accuracy of the representations and certifications contained herein. I understand that I may be subject to penalties if I misrepresent **SYSTEMS PLUS, INC.** in any of the above representations or certifications to the Government.

-
-

- (a) Definitions. As used in this provision —“Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions”(52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

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By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222 -37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.



- (a) As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of Provision)



- (a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

Alternate I (Apr 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause: When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(End of Provision)

- (a) The offeror certifies that-
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
 - (i) Those Prices
 - (ii) The intention to submit an offer;; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory -
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision **Brij Koolwal, President; Lynn Sai, Vice President**
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).
- TIN on file with CCR.
 - TIN has been applied for.
 - TIN is not required because:
 - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ,

- Offeror is an agency or instrumentality of a foreign government; ,
- Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049 -4;
- Other

(f) Common parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name: N/A
TIN: **TIN not on File with ORCA**

(End of Provision)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women -owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219 -1, Small Business Program Representations, of this solicitation.] The offeror represents that it is a women-owned business concern.

(End of Provision)

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

(1) Federal taxes are considered delinquent if both of the following criteria apply:

- (i) The tax liability is finally determined. The liability is finally determined if it has been

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

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

(2) Examples:

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability because the taxpayer has had no prior opportunity to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C 362 (the Bankruptcy Code).

- (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)

52.212-3 Offeror Representations and Certifications –Commercial Items (Alternate 1 & 2) (May 2008)

annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (k) of this provision

(a) Definitions. As used in this provision:

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

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

"Service - disabled veteran - owned small business concern"-

(1) Means a small business concern -

- (i) Not less than 51 percent of which is owned by one or more service -disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service - disabled veterans or, in the case of a service -disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

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

(3) Taxpayer Identification Number (TIN).

- TIN on file with CCR.
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ,
- Offeror is an agency or instrumentality of a foreign government; ,
- Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization

- sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049 -4;
- Other

(5) Common parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name: N/A
TIN: **TIN not on File with ORCA**

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

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

NAICS:	Description:	Small Business Concern (Yes/No):
334111	ELECTRONIC COMPUTER MANUFACTURING	No
443120	COMPUTER AND SOFTWARE STORES	No
519120	LIBRARIES AND ARCHIVES	No
522320	FINANCIAL TRANSACTIONS PROCESSING, RESERVE, AND CLEARINGHOUSE ACTIVITIES	No
541330	ENGINEERING SERVICES	No
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541513	COMPUTER FACILITIES MANAGEMENT SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
561110	OFFICE ADMINISTRATIVE SERVICES	No
611519	OTHER TECHNICAL AND TRADE SCHOOLS	No

- (2)* Veteran-owned small business concern. The offeror represents as part of its offer that it is, is not a veteran-owned small business concern. (See Below)

NAICS:	Description:	Veteran-Owned Small Business Concern (Yes/No):
334111	ELECTRONIC COMPUTER MANUFACTURING	No

443120	COMPUTER AND SOFTWARE STORES	No
519120	LIBRARIES AND ARCHIVES	No
522320	FINANCIAL TRANSACTIONS PROCESSING, RESERVE, AND CLEARINGHOUSE ACTIVITIES	No
541330	ENGINEERING SERVICES	No
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541513	COMPUTER FACILITIES MANAGEMENT SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
561110	OFFICE ADMINISTRATIVE SERVICES	No
611519	OTHER TECHNICAL AND TRADE SCHOOLS	No

(3)* Service-disabled veteran-owned small business concern. The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(See Below)

NAICS:	Description:	Service-Disabled Veteran-Owned Small Business Concern (Yes/No):
334111	ELECTRONIC COMPUTER MANUFACTURING	No
443120	COMPUTER AND SOFTWARE STORES	No
519120	LIBRARIES AND ARCHIVES	No
522320	FINANCIAL TRANSACTIONS PROCESSING, RESERVE, AND CLEARINGHOUSE ACTIVITIES	No
541330	ENGINEERING SERVICES	No
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541513	COMPUTER FACILITIES MANAGEMENT SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
561110	OFFICE ADMINISTRATIVE SERVICES	No
611519	OTHER TECHNICAL AND TRADE SCHOOLS	No

(4) Small disadvantaged business concern. The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5)* Women-owned small business concern. The offeror represents that it is, is not a women-owned small business concern.

(See Below)

NAICS:	Description:	Women-Owned Small Business Concern (Yes/No):
334111	ELECTRONIC COMPUTER MANUFACTURING	No
443120	COMPUTER AND SOFTWARE STORES	No
519120	LIBRARIES AND ARCHIVES	No

522320	FINANCIAL TRANSACTIONS PROCESSING, RESERVE, AND CLEARINGHOUSE ACTIVITIES	No
541330	ENGINEERING SERVICES	No
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541513	COMPUTER FACILITIES MANAGEMENT SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
561110	OFFICE ADMINISTRATIVE SERVICES	No
611519	OTHER TECHNICAL AND TRADE SCHOOLS	No

**Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name" along with the Small Business Administration size standard for each NAICS code.*

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

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

State Eligible Labor Surplus: Civil Jurisdictions Included:

- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.
- (i) The offeror represents as part of its offer that it is is not an emerging small business. (See below)

NAICS:	Description:	Emerging Small Business Concern (Yes/No):
334111	ELECTRONIC COMPUTER MANUFACTURING	No
443120	COMPUTER AND SOFTWARE STORES	No
519120	LIBRARIES AND ARCHIVES	No
522320	FINANCIAL TRANSACTIONS PROCESSING, RESERVE, AND CLEARINGHOUSE ACTIVITIES	No
541330	ENGINEERING SERVICES	No
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541513	COMPUTER FACILITIES MANAGEMENT SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
561110	OFFICE ADMINISTRATIVE SERVICES	No
611519	OTHER TECHNICAL AND TRADE SCHOOLS	No

(ii) Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).(Check one of the following):

Number of Employees Average Annual Gross Revenues

- | | |
|---|---|
| <input type="checkbox"/> __ 50 or fewer | <input type="checkbox"/> __ \$1 million or less |
| <input checked="" type="checkbox"/> __ 51-100 | <input type="checkbox"/> __ \$1,000,001-\$2 million |
| <input type="checkbox"/> __ 101-250 | <input type="checkbox"/> __ \$2,000,001-\$3.5 million |
| <input type="checkbox"/> __ 251-500 | <input type="checkbox"/> __ \$3,500,001-\$5 million |
| <input type="checkbox"/> __ 501-750 | <input checked="" type="checkbox"/> __ \$5,000,001-\$10 million |
| <input type="checkbox"/> __ 751-1,000 | <input type="checkbox"/> __ \$10,000,001-\$17 million |
| <input type="checkbox"/> __ Over 1,000 | <input type="checkbox"/> __ Over \$17 million |

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

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

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

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

(10) HUBZone small business concern. The offeror represents, as part of its offer, that -

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

(d) Representations required to implement provisions of Executive Order 11246 -

(1) Previous contracts and compliance. The offeror represents that -

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

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

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

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

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

(e) Certification Regarding Payments to Influential Federal Transactions (31 U.S.C. 1352).(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its

knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

- (f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225 -1, Buy American Act-Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act -Supplies."
- (2) Foreign End Products:
Description: Country of Origin:
- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g) (1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act- Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements— Israeli Trade Act."
- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act— Free Trade Agreements—Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:
Description: Country of Origin:
- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. Other Foreign End Products:
Description: Country of Origin:
- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act - Free Trade Agreements-Israeli Trade Act": Canadian End Products:
Description: Country of Origin:
- (3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act -Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:
Description: Country of Origin:
- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made, or designated country, end products.

Other End Products:

Description: Country of Origin:

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

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

- (1) Are, Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) Have, Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- (3) Are, Are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses (h)(2) of this clause.
- (4) Have, Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

- (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples:

- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court Review, this will not be a final tax liability under the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the tax payer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under II U. S. C 362 (the Bankruptcy Code).

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

- (1) Listed end products.

Listed End Products Listed Country of Origin

Bamboo	Burma
Beans (including yellow, soya, and green beans)	Burma
Bricks (hand-made)	Burma, Pakistan
Chilies	Burma
Corn	Burma
Pineapples	Burma
Rice	Burma
Rubber	Burma
Shrimp (aquaculture)	Burma
Sugarcane	Burma
Teak	Burma

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

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

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

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

FSC Code:	Place of Manufacture:
7010	In the United States
7021	In the United States
7022	In the United States
7025	In the United States
7030	In the United States
7035	In the United States

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

- (1) SYSTEMS PLUS, INC. has elected not to complete (k)(1) provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.
- (2) SYSTEMS PLUS, INC. has elected not to complete (k)(2) provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.
- (3) If paragraph (k)(1) or (k)(2) of this clause applies ____
 - (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
 - (ii) The Contracting Officer may not take any action on the offeror's behalf to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

- (l) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (l)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

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

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

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

Alternate I (Apr 2002)

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

- (11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

Alternate II (Oct 2000)

As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

- (iii) Address. The offeror represents that its address is, is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(End of Provision)

(a) The bidder, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Address of Place of Performance (Street, Address, City, County, State, Zip Code):	Owner/Operator: Owner Address (Street, Address, City, County, State, Zip Code):
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(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:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Address of Place of Performance (Street, Address, City, County, State, Zip Code):	Owner/Operator: Owner Address (Street, Address, City, County, State, Zip Code):
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(End of Provision)

52.219-1 Small Business Program Representations (May 2004)

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

(2) The small business size standard is See Note.

(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 (see below).

**

NAICS:	Description:	Small Business Concern (Yes/No):
334111	ELECTRONIC COMPUTER MANUFACTURING	No
443120	COMPUTER AND SOFTWARE STORES	No
519120	LIBRARIES AND ARCHIVES	No
522320	FINANCIAL TRANSACTIONS PROCESSING, RESERVE, AND CLEARINGHOUSE ACTIVITIES	No
541330	ENGINEERING SERVICES	No
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541513	COMPUTER FACILITIES MANAGEMENT SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
561110	OFFICE ADMINISTRATIVE SERVICES	No

611519	OTHER TECHNICAL AND TRADE SCHOOLS	No
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(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.
 **
 (See Below)

NAICS:	Description:	Women-Owned Small Business Concern (Yes/No):
334111	ELECTRONIC COMPUTER MANUFACTURING	No
443120	COMPUTER AND SOFTWARE STORES	No
519120	LIBRARIES AND ARCHIVES	No
522320	FINANCIAL TRANSACTIONS PROCESSING, RESERVE, AND CLEARINGHOUSE ACTIVITIES	No
541330	ENGINEERING SERVICES	No
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541513	COMPUTER FACILITIES MANAGEMENT SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
561110	OFFICE ADMINISTRATIVE SERVICES	No
611519	OTHER TECHNICAL AND TRADE SCHOOLS	No

(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.
 **

NAICS:	Description:	Veteran-Owned Small Business Concern (Yes/No):
334111	ELECTRONIC COMPUTER MANUFACTURING	No
443120	COMPUTER AND SOFTWARE STORES	No
519120	LIBRARIES AND ARCHIVES	No
522320	FINANCIAL TRANSACTIONS PROCESSING, RESERVE, AND CLEARINGHOUSE ACTIVITIES	No
541330	ENGINEERING SERVICES	No
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541513	COMPUTER FACILITIES MANAGEMENT SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
561110	OFFICE ADMINISTRATIVE SERVICES	No
611519	OTHER TECHNICAL AND TRADE SCHOOLS	No

(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.
 ** (See Below)

NAICS:	Description:	Service-Disabled Veteran-Owned Small Business Concern (Yes/No):
334111	ELECTRONIC COMPUTER MANUFACTURING	No
443120	COMPUTER AND SOFTWARE STORES	No
519120	LIBRARIES AND ARCHIVES	No
522320	FINANCIAL TRANSACTIONS PROCESSING, RESERVE, AND CLEARINGHOUSE ACTIVITIES	No
541330	ENGINEERING SERVICES	No
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541513	COMPUTER FACILITIES MANAGEMENT SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
561110	OFFICE ADMINISTRATIVE SERVICES	No
611519	OTHER TECHNICAL AND TRADE SCHOOLS	No

**If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.*

***Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name " along with the Small Business Administration size standard for each NAICS code.*

(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.

(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 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. 116.

"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; and
- (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.

Alternate I (Apr 2002)

As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(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.

(End of Provision)

52.219-2 Equal Low Bids (Oct 1995)

- (a) This provision applies to small business concerns only
- (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first - tier subcontractors) amount to more than 50 percent of the contract price.

State Eligible Labor Surplus: Civil Jurisdictions Included:

- (c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the

(End of Provision)

52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (Oct 2000)

- (a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.
- (b) [Complete only if the Offeror has represented itself under the provision at 52.219 -1 as a small business concern under the size standards of this solicitation.] The Offeror is is not an emerging small business. (See below)

NAICS:	Description:	Emerging Small Business Concern (Yes/No):
334111	ELECTRONIC COMPUTER MANUFACTURING	No
443120	COMPUTER AND SOFTWARE STORES	No
519120	LIBRARIES AND ARCHIVES	No
522320	FINANCIAL TRANSACTIONS PROCESSING, RESERVE, AND CLEARINGHOUSE ACTIVITIES	No
541330	ENGINEERING SERVICES	No
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	No
541512	COMPUTER SYSTEMS DESIGN SERVICES	No
541513	COMPUTER FACILITIES MANAGEMENT SERVICES	No
541519	OTHER COMPUTER RELATED SERVICES	No
541611	ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES	No
561110	OFFICE ADMINISTRATIVE SERVICES	No
611519	OTHER TECHNICAL AND TRADE SCHOOLS	No

- (c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

Number of Employees Average Annual Gross Revenues

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51-100 | <input type="checkbox"/> \$1,000,001-\$2 million |
| <input type="checkbox"/> 101-250 | <input type="checkbox"/> \$2,000,001-\$3.5 million |
| <input type="checkbox"/> 251-500 | <input type="checkbox"/> \$3,500,001-\$5 million |
| <input type="checkbox"/> 501-750 | <input type="checkbox"/> \$5,000,001-\$10 million |
| <input type="checkbox"/> 751-1,000 | <input type="checkbox"/> \$10,000,001-\$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |

(End of Provision)

52.219-21 Small Business Size Representation for Targeted Industry Categories under the Small Business Competitiveness Demonstration Program (May 1999)

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] Offeror's number of employees for the past 12 months [check this

column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

Number of Employees Average Annual Gross Revenues

- | | |
|---|---|
| <input type="checkbox"/> __ 50 or fewer | <input type="checkbox"/> __ \$1 million or less |
| <input type="checkbox"/> __ 51-100 | <input type="checkbox"/> __ \$1,000,001-\$2 million |
| <input type="checkbox"/> __ 101-250 | <input type="checkbox"/> __ \$2,000,001-\$3.5 million |
| <input type="checkbox"/> __ 251-500 | <input type="checkbox"/> __ \$3,500,001-\$5 million |
| <input type="checkbox"/> __ 501-750 | <input type="checkbox"/> __ \$5,000,001-\$10 million |
| <input type="checkbox"/> __ 751-1,000 | <input type="checkbox"/> __ \$10,000,001-\$17 million |
| <input type="checkbox"/> __ Over 1,000 | <input type="checkbox"/> __ Over \$17 million |

(End of Provision)

52.219-22 Small Disadvantaged Business Status (Oct 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219 -1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

- (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
 - (A) No material change in disadvantaged ownership and control has occurred since its certification;
 - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO -Net); or
- (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: .]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall -

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (Oct 1998)

As prescribed in 19.307(b) 19.308(b), add the following paragraph (b)(3) to the basic provision:

(3) Address. The offeror represents that its address is is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(End of Provision)

52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)

(a) Definition:

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (including yellow, soya, and green beans)	Burma
Bricks (hand-made)	Burma, Pakistan
Chilies	Burma
Corn	Burma
Pineapples	Burma
Rice	Burma
Rubber	Burma
Shrimp (aquaculture)	Burma
Sugarcane	Burma
Teak	Burma

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision

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

(End of Provision)

52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that-

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

52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that-

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60 -1 and 60-2); or
- (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

52.222-48 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification (Nov 2007)

SYSTEMS PLUS, INC. has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)

52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-Certification. (Nov 2007)

SYSTEMS PLUS, INC. has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)

52.223-4 Recovered Material Certification (Oct 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

SYSTEMS PLUS, INC. certifies compliance with 52.223-4

(End of Provision)

52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products

Alternate I (Aug 2000)

As prescribed in 23.406(b), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

Certification

I, Kevin Zhang, Financial Analyst(name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA -designated products met the applicable contract specifications.

Submission of this ORCA record serves as the signature for this Certification

[Signature of the Officer or Employee]

Kevin Zhang

[Typed Name of the Officer or Employee]

Financial Analyst

[Title]

SYSTEMS PLUS, INC.

[Name of Company, Firm, or Organization]

08/05/2008 04:26:10 PM

[Date]

(End of Provision)

52.223-13 Certification of Toxic Chemical Release Reporting (Aug 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for award of a contract.

(b) By signing this offer, the offeror certifies that

- (1) As the owner or operator of facilities that are used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]
- (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
 - (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
 - (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094.
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
 - (v) The facility is not located in the United States or its outlying areas.

(End of Provision)

52.225-2 Buy American Act Certificate (June 2003)

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act -Supplies."
- (b) Foreign End Products:
Description: Country of Origin:
- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of Provision)

52.225-4 Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate (Aug 2007)

- (a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements— Israeli Trade Act."
- (b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products: "
Description: Country of Origin:
- (c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act -Free Trade Agreements-

Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Description: Country of Origin:

- (d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

Alternate I (Jan 2004)

As prescribed in 25.1101 (b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

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

Description: Country of Origin:

Alternate II (Jan 2004)

As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

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

Canadian or Israeli End Products:

Description: Country of Origin:

(End of Provision)

52.225-6 Trade Agreements Certificate (Jan 2005)

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

- (b) The offeror shall list as other end products those supplies that are not U.S. -made, or designated country, end products. Other End Products:

Description: Country of Origin:

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

(End of Provision)

52.225-18 Place of Manufacture. (Sept 2006)

- (a) *Definitions.* As used in this clause -
"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000 -9999, except—

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

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

- (b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly —

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

FSC Code:	Place of Manufacture:
7010	In the United States
7021	In the United States
7022	In the United States
7025	In the United States
7030	In the United States
7035	In the United States

(End of Clause)

52.226-2 Historically Black College or University and Minority Institution Representation (May 2001)

(a) Definitions. As used in this provision -

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic -serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it -

- is is not a historically black college or university;
- is is not a minority institution.

(End of Provision)

52.227-15 Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)

- (a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block] —
- (1) None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software; or
- (2) Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:
- (c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of Provision)

Defense Federal Acquisition Regulations Supplement (DFARS)

Vendor will provide information with specific offers to the Government.

I certify that I have read and understand the provision.

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country.

As prescribed in 209.104-70(a), use the following provision:

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006)

(a) *Definitions.* As used in this provision —

- (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, North Korea, Sudan, and Syria.
- (3) "Significant interest" means—
 - (i) Ownership of or beneficial interest in 5 percent or more of the firm 's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm 's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
 - (ii) Holding a management position in the firm, such as a director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
 - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
 - (v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include —

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of Provision)

READ ONLY

Vendor will provide information with specific offers to the Government.

I certify that I have read and understand the clause.

252.209-7005 Reserve Officer Training Corps and Military Recruiting on Campus.

As prescribed in 209.470-4, use the following clause:

RESERVE OFFICER TRAINING CORPS AND MILITARY RECRUITING ON CAMPUS (JAN 2000)

- (a) *Definitions.* "Institution of higher education," as used in this clause, means an institution that meets the requirements of 20 U.S.C. 1001 and includes all subelements of such an institution.
- (b) *Limitation on contract award.* Except as provided in paragraph (c) of this clause, an institution of higher education is ineligible for contract award if the Secretary of Defense determines that the institution has a policy or practice (regardless of when implemented) that prohibits or in effect prevents —
 - (1) The Secretary of a military department from maintaining, establishing, or operating a unit of the Senior Reserve Officer Training Corps (ROTC) (in accordance with 10 U.S.C. 654 and other applicable Federal laws) at that institution;
 - (2) A student at that institution from enrolling in a unit of the Senior ROTC at another institution of higher education;
 - (3) The Secretary of a military department or the Secretary of Transportation from gaining entry to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of military recruiting; or

- (4) Military recruiters from accessing, for purposes of military recruiting, the following information pertaining to students (who are 17 years of age or older) enrolled at that institution:
- (i) Name.
 - (ii) Address.
 - (iii) Telephone number.
 - (iv) Date and place of birth.
 - (v) Educational level.
 - (vi) Academic major.
 - (vii) Degrees received.
 - (viii) Most recent educational institution enrollment.
- (c) *Exception.* The limitation in paragraph (b) of this clause does not apply to an institution of higher education if the Secretary of Defense determines that—
- (1) The institution has ceased the policy or practice described in paragraph (b) of this clause; or
 - (2) The institution has a long-standing policy of pacifism based on historical religious affiliation.
- (d) *Agreement.* The Contractor represents that it does not now have, and agrees that during performance of this contract it will not adopt, any policy or practice described in paragraph (b) of this clause, unless the Secretary of Defense has granted an exception in accordance with paragraph (c)(2) of this clause.
- (e) Notwithstanding any other clause of this contract, if the Secretary of Defense determines that the Contractor misrepresented its policies and practices at the time of contract award or has violated the agreement in paragraph (d) of this clause—
- (1) The Contractor will be ineligible for further payments under this and any other contracts with the Department of Defense; and
 - (2) The Government will terminate this contract for default for the Contractor's material failure to comply with the terms and conditions of award.

(End of Clause)

READ ONLY

- Vendor will provide information with specific offers to the Government.**
- I certify that I have read and understand the provision.**

252.225-7003 Report of Intended Performance Outside the United States and Canada—Submission with Offer.

As prescribed in 225.7204(a), use the following provision:

REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA —SUBMISSION WITH OFFER
(DEC 2006)

- (a) *Definitions.* "United States," as used in this provision, means the 50 States, the District of Columbia, and outlying areas.
- (b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if—
- (1) The offer exceeds \$11.5 million in value; and
 - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that—
 - (i) Exceeds \$550,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
- (c) Information to be reported includes that for—
- (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
- (d) The offeror shall submit the report using—
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
- (e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(End of Provision)

READ ONLY

Vendor will provide information with specific offers to the Government.

I certify that I have read and understand the provision.

252.225-7031 Secondary Arab Boycott of Israel.

As prescribed in 225.7605, use the following provision:

SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

(a) *Definitions.* As used in this provision —

- (1) "Foreign person" means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.
- (2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
- (3) "United States person" is defined in 50 U.S.C. App. 2415(2) and means —
 - (i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);
 - (ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and
 - (iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) *Certification.* If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it —

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

(End of Provision)

READ ONLY

Vendor will provide information with specific offers to the Government.

I certify that I have read and understand the provision.

252.225-7042 Authorization to Perform.

As prescribed in 225.1103(3), use the following provision:

AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of Provision)

READ ONLY

Vendor will provide information with specific offers to the Government.

I certify that I have read and understand the clause.

252.229-7003 Tax Exemptions (Italy).

As prescribed in 229.402-70(c), use the following clause:

TAX EXEMPTIONS (ITALY) (JAN 2002)

- (a) The Contractor represents that the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.
- (b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy.
 - (1) The Contractor shall include the following information on invoices submitted to the United States Government:

	Posted to NGB Reading Room	FOIA Requested Record #FA-10-0001
	June 22, 2011	79 of 233

 - (i) The contract number.

- (ii) The IVA tax exemption claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972.
- (iii) The following fiscal code(s): [Contracting Officer must insert the applicable fiscal code(s) for military activities within Italy: 80028250241 for Army, 80156020630 for Navy, or 91000190933 for Air Force].
- (2) (i) Upon receipt of the invoice, the paying office will include the following certification on one copy of the invoice:

"I certify that this invoice is true and correct and reflects expenditures made in Italy for the Common Defense by the United States Government pursuant to international agreements. The amount to be paid does not include the IVA tax, because this transaction is not subject to the tax in accordance with Article 72 of Decree Law 633, dated October 26, 1972. "

An authorized United States Government official will sign the copy of the invoice containing this certification.

- (ii) The paying office will return the certified copy together with payment to the Contractor. The payment will not include the amount of the IVA tax.
- (iii) The Contractor shall retain the certified copy to substantiate non -payment of the IVA tax.
- (3) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome (06) 520741.
- (c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:
- (1) Imposta di Fabbricazione (Production Tax for Petroleum Products).
 - (2) Imposta di Consumo (Consumption Tax for Electrical Power).
 - (3) Dazi Doganali (Customs Duties).
 - (4) Tassa di Sbarco e d'Imbarco sulle Merci Transportate per Via Aerea e per Via Maritima (Port Fees).
 - (5) Tassa de Circolazione sui Veicoli (Vehicle Circulation Tax).
 - (6) Imposta di Registro (Registration Tax).
 - (7) Imposta di Bollo (Stamp Tax).

(End of Clause)

READ ONLY

- Vendor will provide information with specific offers to the Government.
- I certify that I have read and understand the clause.

252.229-7005 Tax Exemptions (Spain).

As prescribed in 229.402-70(e), use the following clause:

TAX EXEMPTIONS (SPAIN) (JUN 1997)

- (a) The Contractor represents that the contract prices, including subcontract prices, do not include the taxes identified herein, or any other taxes from which the United States Government is exempt.
- (b) In accordance with tax relief agreements between the United States Government and the Spanish Government, and because the incumbent contract arises from the activities of the United States Forces in Spain, the contract will be exempt from the following excise, luxury, and transaction taxes:
- (1) Derechos de Aduana (Customs Duties).
 - (2) Impuesto de Compensacion a la Importacion (Compensation Tax on Imports).
 - (3) Transmisiones Patrimonialias (Property Transfer Tax).
 - (4) Impuesto Sobre el Lujo (Luxury Tax).
 - (5) Actos Juridicos Documentados (Legal Official Transactions).
 - (6) Impuesto Sobre el Trafico de Empresas (Business Trade Tax).
 - (7) Impuestos Especiales de Fabricacion (Special Products Tax).
 - (8) Impuesto Sobre el Petroleo y Derivados (Tax on Petroleum and its By -Products).
 - (9) Impuesto Sobre el Uso de Telefona (Telephone Tax).
 - (10) Impuesto General Sobre la Renta de Sociedades y demas Entidades Juridicas (General Corporation Income Tax).
 - (11) Impuesto Industrial (Industrial Tax).
 - (12) Impuesto de Rentas Sobre el Capital (Capital Gains Tax).
 - (13) Plus Vailia (Increase on Real Property Tax).
 - (14) Contribucion Territorial Urbana (Metropolitan Real Estate Tax).

- (15) Contribucion Territorial Rustica y Pecuaría (Farmland Real Estate Tax).
- (16) Impuestos de la Diputacion (County Service Charges).
- (17) Impuestos Municipal y Tasas Parafiscales (Municipal Tax and Charges).

(End of Clause)

READ ONLY

- Vendor will provide information with specific offers to the Government.
- I certify that I have read and understand the clause.

252.239-7011 Special Construction and Equipment Charges.

As prescribed in 239.7411(b), use the following clause:

SPECIAL CONSTRUCTION AND EQUIPMENT CHARGES (DEC 1991)

- (a) The Government will not directly reimburse the Contractor for the cost of constructing any facilities or providing any equipment, unless the Contracting Officer authorizes direct reimbursement.
If the Contractor stops using facilities or equipment which the Government has, in whole or part, directly reimbursed, the Contractor shall allow the Government credit for the value of the facilities or equipment attributable to the Government's contribution.
- (b) Determine the value of the facilities and equipment on the basis of their foreseeable reuse by the Contractor at the time their use is discontinued or on the basis of the net salvage value, whichever is greater. The Contractor shall promptly pay the Government the amount of any credit.
- (c) The amount of the direct special construction charge shall not exceed —
 - (1) The actual costs to the Contractor; and
 - (2) An amount properly allocable to the services to be provided to the Government.
- (d) The amount of the direct special construction charge shall not include costs incurred by the Contractor which are covered by—
 - (1) A cancellation or termination liability; or
 - (2) The Contractor's recurring or other nonrecurring charges.
- (e) The Contractor represents that—
 - (1) Recurring charges for the services, facilities, and equipment do not include in the rate base any costs that have been reimbursed by the Government to the Contractor; and
 - (2) Depreciation charges are based only on the cost of facilities and equipment paid by the Contractor and not reimbursed by the Government.
- If it becomes necessary for the Contractor to incur costs to replace any facilities or equipment, the
- (f) Government shall assume those costs or reimburse the Contractor for replacement costs at mutually acceptable rates under the following circumstances—
 - (1) The Government paid direct special construction charges; or
 - (2) The Government reimbursed the Contractor for those facilities or equipment as a part of the recurring charges; and
 - (3) The need for replacement was due to circumstances beyond the control and without the fault of the Contractor.
- (g) Before incurring any costs under paragraph (f) of this clause, the Government shall have the right to terminate the service under the Cancellation or Termination of Orders clause of this contract.

(End of Clause)

READ ONLY

- Vendor will provide information with specific offers to the Government.
- I certify that I have read and understand the clause.

252.247-7023 Transportation of Supplies by Sea.

As prescribed in 247.573(b)(1), use the following clause:

TRANSPORTATION OF SUPPLIES BY SEA (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 management, 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 subcontracts 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 steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—
- (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S. -flag vessels were used for all ocean shipments under the contract;
 - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
 - (4) Ocean transportation was used and some or all of the shipments were made on non -U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	Item Description	Contract Line Items	Quantity
TOTAL			

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non -U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
 - (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

ALTERNATE I (MAR 2000) As prescribed in 247.573(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic clause:

- (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 the supplies being transported are—
 - (i) Noncommercial items; or
 - (ii) Commercial items that—
 - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations (Note: This contract requires shipment of commercial items in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations); or
 - (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

ALTERNATE II (MAR 2000) As prescribed in 247.573(b)(3), substitute the following paragraph (b) for paragraph (b) of the basic clause:

- (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 the supplies being transported are—
 - (i) Noncommercial items; or
 - (ii) Commercial items that—
 - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

- (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643 (Note: This contract requires transportation of commissary or exchange cargoes outside of the Defense Transportation System in accordance with 10 U.S.C. 2643).

ALTERNATE III (MAY 2002) As prescribed in 247.573(b)(4), substitute the following paragraph (f) for paragraphs (f), (g), and (h) of the basic clause:

- (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)

252.209-7002 Disclosure of Ownership or Control by a Foreign Government.

As prescribed in 209.104-70(b), use the following provision:

DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT

(JUN 2005)

(a) *Definitions.* As used in this provision —

- (1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).
- (2) "Entity controlled by a foreign government"—
 - (i) Means—
 - (A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or
 - (B) Any individual acting on behalf of a foreign government.
 - (ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.
- (3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.
- (4) "Proscribed information" means—
 - (i) Top Secret information;
 - (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
 - (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
 - (iv) Special Access Program (SAP) information; or
 - (v) Sensitive Compartmented Information (SCI).

- (b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).
- (c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

SYSTEMS PLUS, INC.

ONE RESEARCH CT STE 360, ROCKVILLE, MD 20850

Posted to NGB Reading Room
June 22, 2011

FOIA Requested Record #FA-10-0001
84 of 233

Name of Foreign Government Entity	Address of Entity Controlled by a Foreign Government	Description of Interest	Ownership Percentage	Identification of Foreign Government
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(End of Provision)

252.212-7000 Offeror Representations and Certifications--Commercial Items.

As prescribed in 212.301(f)(ii), use the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS
(JUN 2005)

(a) *Definitions.* As used in this clause —

- (1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
- (3) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it —

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

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

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

(2) Representation. The Offeror represents that it —

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

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

(End of Provision)

252.216-7003 Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government.

As prescribed in 216.203-4-70(c), use the following clause:

ECONOMIC PRICE ADJUSTMENT -- WAGE RATES OR MATERIAL PRICES CONTROLLED BY A FOREIGN GOVERNMENT
(JUN 1997)

(a) The Contractor represents that the prices set forth in this contract —

- (1) Are based on the wage rate(s) or material price(s) established and controlled by the Government of _____ ; and
- (2) Do not include contingency allowances to pay for possible increases in wage rates or material prices.

(b) If wage rates or material prices are revised by the government named in paragraph (a) of this clause, the Contracting Officer shall make an equitable adjustment in the contract price and shall modify the contract to the extent that the Contractor's actual costs of performing this contract are increased or decreased, as a direct result of the revision, subject to the following:

- (1) For increases in established wage rates or material prices, the increase in contract price shall be effective on the same date that the government named in paragraph (a) of this clause increased the applicable wage rate(s) or material price(s), but only if the Contracting Officer receives the Contractor's

written request for contract adjustment within 10 days of the change. If the Contractor's request is received later, the effective date shall be the date that the Contracting Officer received the Contractor's request.

- (2) For decreases in established wage rates or material prices, the decrease in contract unit price(s) shall be effective on the same date that the government named in paragraph (a) of this clause decreased the applicable wage rate(s) or material price(s). The decrease in contract unit price(s) shall apply to all items delivered on and after the effective date of the government's rate or price decrease.
- (c) No modification changing the contract unit price(s) shall be executed until the Contracting Officer has verified the applicable change in the rates or prices set by the government named in paragraph (a) of this clause. The Contractor shall make available its books and records that support a requested change in contract price.
- (d) Failure to agree to any adjustment shall be a dispute under the Disputes clause of this contract.

(End of Clause)

252.225-7000 Buy American Act--Balance of Payments Program Certificate.

As prescribed in 225.1101(1), use the following provision:

BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(JUN 2005)

- (a) *Definitions.* "Domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) *Evaluation.* The Government—
 - (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
 - (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) *Certifications and identification of country of origin.*
 - (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—
 - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
 - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
 - (2) The offeror certifies that the following end products are qualifying country end products:
Description: Country of Origin:
 - (3) The following end products are other foreign end products:
Description: Country of Origin (If known):

(End of Provision)

252.225-7020 Trade Agreements Certificate.

As prescribed in 225.1101(5), use the following provision:

TRADE AGREEMENTS CERTIFICATE (JAN 2005)

- (a) *Definitions.* "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.
- (b) *Evaluation.* The Government—
 - (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
 - (2) Will consider only offers of end products that are U.S. -made, qualifying country, or designated country end products unless—
 - (i) There are no offers of such end products;
 - (ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
 - (iii) A national interest waiver has been granted.
- (c) *Certification and identification of country of origin.*
 - (1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that

each end product to be delivered, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

- (2) The following supplies are other nondesignated country end products:

Description: Country of Origin:

(End of Provision)

252.225-7035 Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate.

As prescribed in 225.1101(9), use the following provision:

BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(OCT 2006)

- (a) *Definitions.* "Bahrainian end product," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Moroccan end product," "qualifying country end product," and "United States" have the meanings given in the Buy American Act --Free Trade Agreements--Balance of Payments Program clause of this solicitation.
- (b) *Evaluation.* The Government—
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
 - (2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) *Certifications and identification of country of origin.*
- (1) For all line items subject to the Buy American Act —Free Trade Agreements—Balance of Payments Program clause of this solicitation, the offeror certifies that —
 - (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and
 - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
 - (2) The offeror shall identify all end products that are not domestic end products.
 - (i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:
Description: Country of Origin:
 - (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products:
Description: Country of Origin:
 - (iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products.
Description: Country of Origin (If known):

ALTERNATE I (OCT 2006)

As prescribed in 225.1101(9), substitute the phrase "Canadian end product" for the phrases "Bahrainian end product," "Free Trade Agreement country," "Free Trade Agreement country end product," and "Moroccan end product" in paragraph (a) of the basic provision; and substitute the phrase "Canadian end products" for the phrase "Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products" in paragraphs (b)(2) and (c)(2)(ii) of the basic provision.

(End of Provision)

252.247-7022 Representation of Extent of Transportation by Sea.

As prescribed in 247.573(a), use the following provision:

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

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

(b) *Representation.* The Offeror represents that it—

- Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
 - Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247 -7024, Notification of Transportation of Supplies by Sea.

(End of Provision)



Systems Plus, Inc.

August 7, 2008

(b) (6)

National Guard Bureau
1411 Jefferson Davis Highway
Arlington, VA 22202

Subject: RFQ 299604 Central Installation Management Program and Sol. No. W9133L-08-R-2015 Information Technology and Program Management Support

Dear (b) (6):

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Sincerely,

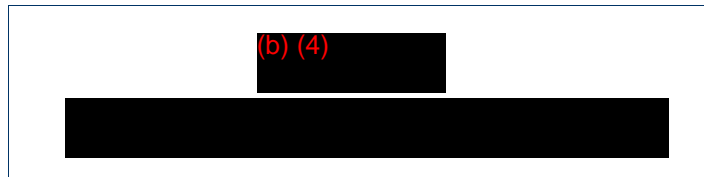
Brij Koolwal
President and CEO

Enclosures



National Guard Bureau

e-buy RFQ No. 299604 – Central Installation Management Program



Solicitation No. W9133L-08-R-2015 Information Technology and Program Management Support

Submitted to: August 7th 2008

Submitted by:

(b) (6)
National Guard Bureau
1411 Jefferson Davis Highway
Arlington, VA 22202
Tel: 703-607-1218

Email: (b) (6)



One Research Court, Suite 360
Rockville, MD 20850

Tel: 301-948-4232
DUNS 611196890

Fax: 301-948-3918
CAGE Code 0P8J0

Email: contract@sysplus.com



Title Page

RFQ 299604 – Central Installation Management Program

(b) (4)

RFQ/Solicitation No. W9133L-08-R-2015
Information Technology and Program Management Support
August 7th 2008 11:00 A.M

Submitted by:



One Research Court, Suite 360 Rockville, MD 20850

Tel: 301-948-4232

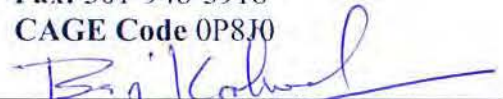
Fax: 301-948-3918

DUNS 611196890

CAGE Code 0P8J0

POC: Brij Koolwal, President & CEO

Email: brij@sysplus.com


Authorized Signature

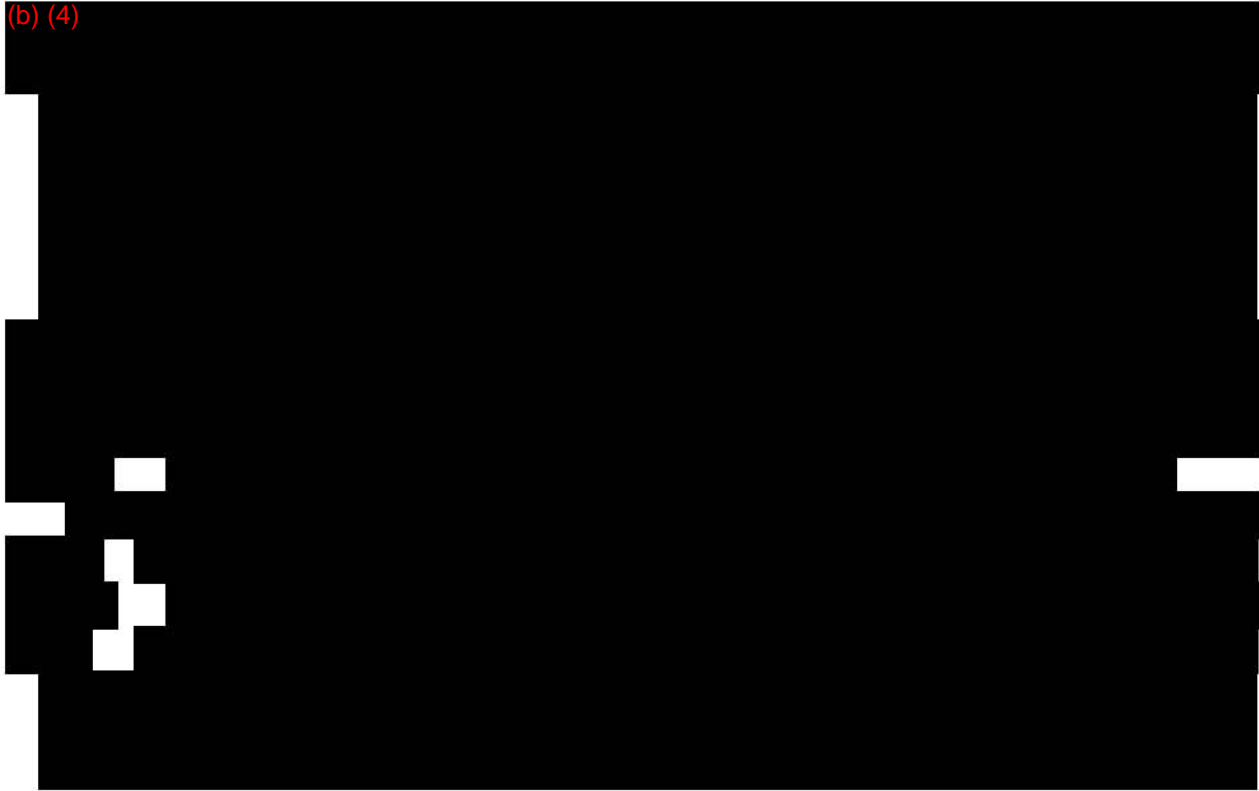
(b) (4)

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Table of Contents



**Pages 93 – 159 have been withheld
in their entirety pursuant to
5 U.S.C. § 552 (b)(4)**

**It is unreasonable to segregate any
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Systems Plus, Inc.

August 7, 2008

(b) (6)

National Guard Bureau
1411 Jefferson Davis Highway
Arlington, VA 22202

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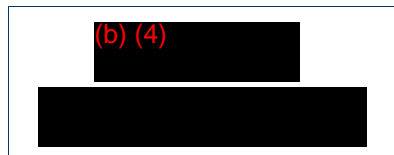
Brij Koolwal
President and CEO

Enclosures



National Guard Bureau

e-buy RFQ No. 299604 – Central Installation Management Program



Solicitation No. W9133L-08-R-2015 Information Technology and Program Management Support

Submitted to: August 7th 2008

Submitted by:

(b) (6)
National Guard Bureau
1411 Jefferson Davis Highway
Arlington, VA 22202
Tel: 703-607-1218

Email: (b) (6)



One Research Court, Suite 360
Rockville, MD 20850

Tel: 301-948-4232
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Email: contract@sysplus.com



Title Page

RFQ 299604 – Central Installation Management Program

(b) (4)

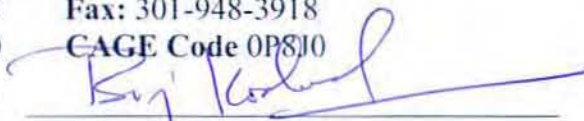
RFQ/Solicitation No. W9133L-08-R-2015
Information Technology and Program Management Support
August 7th 2008 11:00 A.M

Submitted by:



One Research Court, Suite 360 Rockville, MD 20850
Tel: 301-948-4232 Fax: 301-948-3918
DUNS 611196890 **CAGE Code 0P8J0**

POC: Brij Koolwal, President & CEO
Email: brij@sysplus.com


Authorized Signature

Subcontractor Information:

Premise Technical Services 3790 St. James Ct., Ellenwood, GA 30294 Thomas G. Quarterman Email: tquarterman@premisetech.net Tel: 1-678-395-9622 Fax: 1-678-395-9625 DUNS 808635697 Cage Code 4YA74	The Nance Group LLC 1421 Lakewind Court, Raleigh, NC 27603 Cecil Nance Email: nancegroup@earthlink.net Tel: 1-919-614-3672 Fax: 1-919-614-2592 DUNS 608392093 Cage Code 51QQ1
Brown Management Group, LLC 13330 S. Dutchtown, Gonzales, LA70737 C. Mike Brown Email: mike@brownmgmtgrp.com Tel: 1-225-329-8712 Fax: 1-225-329-8715 DUNS 809614576 Cage Code 508Q8	Key Engineering Group, LTD 735 N. Water St, 1000, Milwaukee, WI 53202 Thomas G. Quarterman Email: kwein@keyengineering.com Tel: 1-414-224-8300 Fax: 1-414-224-8383 DUNS 831768700 Cage Code 1D9H0
Digital Facilities, Inc. 2004 Capstone Cir., Herndon, VA 20170 Moussa Chaer Email: moussayc@dfiinc.biz Tel: 1-703-471-1323 Fax: 1-703-471-0141 DUNS 076899355 Cage Code 1V749	

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Systems Plus, Inc.

August 7, 2008

(b) (6)

National Guard Bureau
1411 Jefferson Davis Highway
Arlington, VA 22202

Subject: RFQ 299604 Central Installation Management Program and Sol. No. W9133L-08-R-2015 Information Technology and Program Management Support

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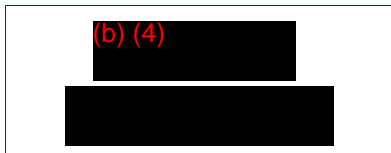
Brij Koolwal
President and CEO

Enclosures



National Guard Bureau

e-buy RFQ No. 299604 – Central Installation Management Program



Solicitation No. W9133L-08-R-2015 Information Technology and Program Management Support

Submitted to: August 7th 2008

(b) (6)
National Guard Bureau
1411 Jefferson Davis Highway
Arlington, VA 22202
Tel: 703-607-1218

Email: (b) (6)

Submitted by:



One Research Court, Suite 360
Rockville, MD 20850
Tel: 301-948-4232 Fax: 301-948-3918
DUNS 61196890 CAGE Code 0P8J0
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Title Page

RFQ 299604 – Central Installation Management Program

(b) (4)

RFQ/Solicitation No. W9133L-08-R-2015
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August 7th 2008 11:00 A.M

Submitted by:



One Research Court, Suite 360 Rockville, MD 20850

Tel: 301-948-4232

Fax: 301-948-3918

DUNS 611196890

CAGE Code 0P8J0

POC: Brij Koolwal, President & CEO

Email: brij@sysplus.com

Brij Koolwal
Authorized Signature

Subcontractor Information:

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Digital Facilities, Inc.
 2004 Capstone Cir., Herndon, VA 20170
 Moussa Chaer
Email: moussayc@dfiinc.biz
Tel: 1-703-471-1323 **Fax:** 1-703-471-0141
DUNS 076899355 **Cage Code** 1V749

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August 7, 2008

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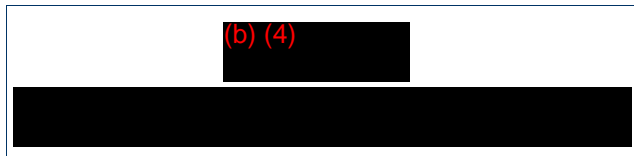
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National Guard Bureau

e-buy RFQ No. 299604 – Central Installation Management Program



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RFQ 299604 – Central Installation Management Program

(b) (4)

RFQ/Solicitation No. W9133L-08-R-2015
Information Technology and Program Management Support
August 7th 2008 11:00 A.M

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One Research Court, Suite 360 Rockville, MD 20850

Tel: 301-948-4232

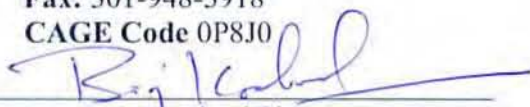
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ORIGINAL

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