

[Redacted]

From: [Redacted]
Sent: Thursday, August 02, 2007 4:03 PM
To: [Redacted]
Cc: [Redacted]
Subject: Revised Request for Proposal
Attachments: Exchange Inventory Management SOW 4-3 EW.pdf

search Tool

Mr. [Redacted]

The requirements are now being changed to separately price the previously requested services. The attached SOW does not include support for the "Search Utility" requirement. A separate SOW will be forwarded for that portion only. Please provide a proposal detailing pricing for the two separate components. It is anticipated that a contract will be issued that includes a firm-fixed price for part I (as attached) and an optional fixed price for part II.

The optional portion may or may not be invoked. Please give me a call at [Redacted] with any questions.

This is a request for quote and does not constitute a commitment by the Government.

[Redacted]

8/3/2007

HOGR7OA-030214

Statement of Work

For

The Executive Office of the President (EOP)

Exchange–Inventory Management Contract



**Office of Administration
Office of the Chief Information Officer**

Information Systems & Technology Directorate

August 2, 2007

HOGR70A-030215

DOCUMENT INFORMATION

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Description	SOW for improving the Exchange Inventory Management Search Tool

DOCUMENT RECORD OF CHANGE

All changes to this document MUST be recorded using the below Record of Changes, which should list the page number, change comment, and the date. All changes must be signed off on by the person responsible for the changed area.

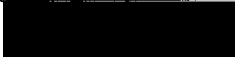
Record of Changes			
Page Number	Change Comment	Date of Change	Signature
All	Created Document	08/02/07	

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1.0 Introduction

The Office of the Chief Information Officer (OCIO), Office of Administration (OA), Executive Office of the President (EOP), seeks a contract to improve the tool used to search the Microsoft Outlook Personal Storage Table (PST) inventory system within the EOP.

The Contractor must have the ability and tools necessary for modification of code developed by Microsoft and by the EOP, plus the ability to review and improve the code so that currently identified problems are resolved and processes involving these programs are less resource-intensive. Furthermore, the Contractor must be capable of affecting changes in a predictable and reasonable timeframe without impact to project or deliverable schedules.

This contract, which builds upon technologies and knowledge developed over the last two years, requires intimate knowledge and access to internal code, proven experience in at least one of the following two programming languages: Microsoft Visual Studio or Visual Studio .Net, a history of integrating software and processes involving files and databases, and providing measurable results, statistical reports, and standard operating procedures.

2.0 Background

The OCIO retains a copy of every message that passes through its email servers. In response to Freedom of Information Act (FOIA) and subpoena requests, the OCIO possesses the exclusive right and responsibility to search electronic messages and then provide results to the OA Office of the General Counsel. These electronic messages are stored within PST files. The OCIO has an inventory database that tracks almost five years of these PST files. The database, a Microsoft Access database, contains PST file names together with dates and quantities of messages, and provides a list of PST files for a search based on EOP component (organizational division) and start and end date.

The OCIO recently identified all processes involved in PST file creation, storage, and inventory. Processes and standard operating procedures are available to the Contractor for review, modification, and completion.

3.0 Scope

The scope of work performed shall include all elements of software development, configuration, and implementation necessary to improve the search tool.

4.0 Requirements

This section describes the Government's requirements for services furnished under this contract.

4.1 Review and Modification or Replacement of Current PST File Search Tool

The Government seeks an improved system for searching PST files. Intended improvements entail modification or replacement of software code. Also included in this section are requirements with which the Contractor must comply during software development, testing, and acceptance testing.

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The Contractor shall perform a thorough review of OCIO's current program (and the program's source code) used to search PST files. After the review, the Contractor shall develop modifications or replacements that comply with the requirements listed in the sections below.

4.1.1 Modifications to Tool for Searching PST Files

The OCIO uses a product called FindIt, developed by Microsoft and modified by OCIO staff, to search PST files. The EOP owns the source code for this product.

- 4.1.1.1 When the existing search tool attempts to scan a nonexistent file, the search tool causes a file creation issue. The Contractor solution shall resolve this issue within the source code.
- 4.1.1.2 When the existing search tool runs a search with a results name that already exists, the tool overwrites the results log. The Contractor solution shall resolve this issue within the source code.
- 4.1.1.3 The Contractor shall modify the existing search tool to include exclusion capability by any search term including date range.

4.1.2 Development, Testing, and Acceptance Testing

The Contractor must meet the following requirements during development, testing, and acceptance testing phases.

- 4.1.2.1 All work shall be performed without disruption to network systems during normal business hours (8:00 a.m. - 6:00 p.m., Monday through Friday). Disruptions shall be limited to planned outages that shall occur after normal business hours.
- 4.1.2.2 The Contractor shall provide the Government with code design, methodology, and other industry-standard program documentation and quality assurance for all custom code developed under this contract.
- 4.1.2.3 All source code, data, and documentation generated, created, or initiated by any means under this contract will be the property of the Government, including copyright, unless otherwise provided in writing. Relevant copies of code, data, and documents shall be provided in electronic format to the COTR at completion of the related task and at the closeout of the contract.
- 4.1.2.4 The Contractor shall provide testing procedures and measurement methodologies to allow Government overview and approval prior to any acceptance testing and production implementation.
- 4.1.2.5 Upon custom code development and later phases, but prior to production implementation, the Contractor shall perform daily system and performance checks and tests, complete associated logs/data sheets, and provide status reports on the system's operation.
- 4.1.2.6 Upon custom code development and later phases, but prior to production implementation, the Contractor shall address system anomalies detected in daily system and performance checks and tests through analysis and comparison against system design criteria.

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- 4.1.2.7 For software release candidates, the Contractor shall provide rollover procedures and product acceptance testing procedures, subject to Government approval, prior to production implementation.
- 4.1.2.8 The Contractor shall document all changes made to the system by modifying the appropriate system design and requirements documents provided to the Government during the system's development phase. Documentation will be accepted within the timeframe specified for Government acceptance. This statement does not apply to solution acceptance requests, which remain unaffected until accepted in writing.
- 4.1.2.9 Where the system does not perform in accordance to Government expectations or requirements, or where the system is functioning adversely to its intended design, or where the system does not meet the requirements of searching PST files, the Contractor shall develop a gap analysis, solution proposal, project plan, and schedule for remediation.
- 4.1.2.10 The Contractor shall execute proposed remediation upon Government approval.

4.2 Documentation and Training

Below are Government requirements for documentation and training, which the Contractor shall provide for EOP staff:

4.2.1 Documentation

Documentation shall include, but is not limited to, one (1) overall standard operating procedure document and one (1) document containing detailed explanations of solution capabilities.

4.2.2 Training

The Contractor shall train EOP staff on the execution of daily system and performance checks and tests along with the completion of associated logs/data sheets.

4.3 Post-Implementation Support

The Government requires the following after production implementation.

4.3.1 Onsite Support

The Contractor shall provide daily onsite support for a period of not less than ten (10) workdays. The Contractor shall provide onsite support eight (8) hours/day, five (5) days/week and access to qualified support staff during the remaining hours. As requested by the Government, the Contractor also shall respond during non-business hours for emergency maintenance.

4.3.2 System and Performance Checks

The Contractor shall perform daily system and performance checks and tests, complete associated logs/data sheets, and provide status reports on the system's operation.

4.3.3 Detecting and Addressing System Anomalies

The Contractor shall address system anomalies detected in daily system and performance checks and tests through their analysis and comparison against system design criteria.

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4.3.4 Schedules

All schedules shall start when approved by the Government and shall be defined in terms of approval + (days).

5.0 Activities, Tasks, and Deliverables

(a) All deliverables shall meet the standards, terms, and conditions set forth in this statement of work. The Contractor shall propose documentation standards to follow for production of deliverable documents. The text of any specifications, as well as text materials and reports, shall be written on an IBM-compatible CD under Microsoft Word version 2003. The shall be in the format of Microsoft Word version 2003. Any spreadsheet work shall be delivered in Microsoft Excel compatible (*.XLS) files and shall be capable of retrieval under Microsoft Excel version 2003, unless otherwise stated. Any presentation slides shall be delivered in Microsoft PowerPoint 2003. The type and version of any other software used in support of this task must be agreed to in writing by the Government prior to the beginning of the task. All documents shall be paginated and include a cover page and table of contents. All documents shall be written in American English, at a minimum of the 12th grade reading level. A summary of the deliverables, with the schedule and number of copies required, follows. Due dates are expressed in terms of work days elapsed after the task kick-off meeting.

(b) Acceptance. The Government will have five (5) working days to complete the review of each deliverable and accept or reject the deliverable in writing. For those deliverables dependent on completion of a previous deliverable, the Contractor shall not proceed to the next task until the Government has reviewed and accepted the deliverables from that dependent task. The Government will have the right to reject or require correction of any deficiencies found in the deliverable that are contrary to the information contained in the Contractor's accepted proposal.

In the event of rejection of any deliverable, the Contractor will be notified in writing of the specific reasons why the deliverable is being rejected. The Contractor shall have two (2) working days to correct the rejected deliverable and return it to the Government. The Contractor's accepted deliverable schedule shall apply for all deliverables unless changed by the contracting officer.

5.1 Contractor Deliverables

The Contractor shall provide the following deliverables to the COTR during execution of this contract:

- Status Reports – Weekly
- Project Plan/Project Schedule
- System Requirements Report
- Detailed System Design Document
- Quality Assurance
- Acceptance Testing Procedures
- Production Software Code and Documentation
- Production Support and Implementation

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5.2 Contractor Deliverables (Details)

5.2.1 Weekly Status Reports

The Contractor shall submit a Weekly Status Report, delivered to the Government project manager by Monday no later than 5:00 p.m., starting on the first Monday following the start of work. When a Federal holiday falls on a Monday, weekly reports will be due on the Friday before that holiday.

The Contractor's Weekly Report submission shall provide detailed information regarding the status of each task that is currently in process, and will summarize the overall projects status through the inclusion of percentage-complete measurement.

The Contractor's percentage-complete measurement shall reference the project schedule to determine overall performance, indicating which project task(s) are currently in progress and their due dates.

Finally, the Contractor's Weekly Status Report shall project expected task completions for the week ahead, as well as new tasks intended for startup.

5.2.2 Project Plan/Project Schedule

Project Plans/Project Schedules shall define detailed installation, configuration, and report generation tasks as they apply to work performed under this agreement, and as required for Government's review of project performance and applicability to contract scope.

Additionally, the Contractor's schedule shall include all resources required to complete associated tasking, including those resources required from the Government. The comprehensiveness of the schedule shall be sufficient to enable the Government to determine which of its resources are required and during what calendar days from project's inception.

Project Plans/Project Schedules shall be developed and maintained in Microsoft Project version 2003.

Project Plans/Project Schedules shall be presented to the COTR. In addition, work shall not commence without approval of Project Plan/Schedule by the COTR.

5.2.3 System Requirements Report

The Contractor shall conduct interviews with designated EOP employees/contractors and collect data on-site to properly prepare for detailed analysis in order to review and validate previously obtained information.

5.2.4 Detailed System Design Document

The Contractor shall provide detailed system design in a presentation to a review team selected by the EOP. In addition, the Contractor shall submit a draft report prior to actual code development.

5.2.5 Quality Assurance

The Contractor shall develop, implement, and maintain an internal quality assurance/control program. At a minimum, the quality assurance program narrative shall address all inspection and rejection criteria. It shall enable the monitoring of the Contractor's responsiveness in

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supporting client configurations, availability of lab time, up time of lab systems, and responsive measures to system outages or hardware failures.

The Contractor shall provide all measurements to the project manager and COTR for review. The Contractor's plan shall also identify procedures for acceptance of test scenarios. These procedures shall identify the process for work acceptance and the data elements or information required for enabling setup and breakdown of test configurations. The plan shall allow for identification of project approval sources, funding, and staff, as necessary to ensure efficient, manageable use of lab resources as established by contract requirements.

5.2.6 Acceptance Testing Procedures

The Contractor shall provide detailed test procedures for acceptance of release candidate applications.

5.2.7 Production Software Code and Documentation

All custom software developed becomes the property of the Government.

Industry-standard documentation and code-commenting procedures shall be provided by the Contractor for all custom software.

5.2.8 Production Support and Implementation

The Contractor shall provide daily onsite support for a period of not less than ten (10) workdays after software has been placed into production. During this timeframe, the Contractor shall include seven-days-a-week, 24-hours-a-day (7x24) support of the interface system. The Contractor shall provide onsite support eight (8) hours/day five (5) days/week and access to qualified support staff during the remaining hours. The Contractor shall also respond during non-business hours as requested by the Government for emergency maintenance.

6.0 Delivery Schedule

Deliverables identified in section 5 shall be completed in accordance with the following schedule:

<u>Deliverable Paragraph No.</u>	<u>Days after award offer</u>
5.2.1 – Status Reports	Delivery required weekly for project status reports starting the first full week, and shall be delivered to the Government project manager (NLT) COB on each Monday for the duration of the contract period. When a Federal Holiday falls on a Monday, weekly reports will be due on the Friday before that Holiday.
5.2.3 – Project Plan/Schedule	Delivery required (NLT) 5 – Days.
5.2.4 – System Requirements Report	Delivery required (NLT) 10 - Days.
5.2.4 – Detailed System Design Document	Delivery required (NLT) 15 – Days.

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5.2.5 – Quality Assurance	Delivery required (NTL) 15 – Days.
5.2.6 – Acceptance Testing Procedures	Delivery required (NLT) 15 – Days.
5.2.7 – Production Software Code and Documentation	Delivery required (NLT) 20 - Days.
5.2.8 – Production Support and Implementation	Delivery required (NLT) 30 – Days.

7.0 Government Furnished Material (GFM)

All equipment under this task will be provided by the Government, and as such will remain the property of the Government and will be returned upon completion of the delivery order.

- Government will purchase required software and hardware for the purpose of the development, testing, and implementation based on Contractor recommended configurations.
- Government will provide lab space for testing of custom software prior to implementation.

TITLE TO MATERIALS SHALL VEST IN THE GOVERNMENT

Title to all source data information and materials furnished to the Government, together with all plans, systems analysis and design specifications and drawings, completed programs and documentation thereof, reports and listings, all tapes, disk files and other items pertaining to the work and services to be performed pursuant to the Contract, including any copyrights, shall become and/or remain with the Government upon completion. The Government shall have full right to use each of these for its purposes without compensation or approval on the part of the Contractor.

8.0 Project Point of Contact

The Service Delivery Improvement Branch Point of Contact is responsible for coordinating all Contractor activities under this contract. Any briefings, meetings, reports, etc. above the activity level shall be considered to be at the project manager's level.

Project Manager: Bryan Reese
1800 G Street N.W., Washington DC 20503

9.0 Quality Assurance

It is the Contracting Officer's Technical Representative's (COTR) responsibility to ensure the requisite quality of effort is maintained. The COTR is responsible for monitoring cost and schedule of all work performed. It is the responsibility of the project manager to review and advise the Contractor on all quality issues. The project manager will also make recommendations to the Contractor concerning resources.

10.0 Administrative Considerations

10.1 General Services Administration Federal Supply Schedule Group 70

This delivery order is issued under GSA Contract No. GS-35F-xxxx.

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10.2 Work Hours

Development work shall be performed primarily on-site. Typical work hours are between 8:00 A.M. and 5:00 P.M. Monday through Friday. Contractor activity and work hours related to this project shall be detailed in the project plan and mutually agreed upon by the Contractor and the Government.

10.3 Period of Performance

The period of performance for this project is from date of award for the period of 90 days.

10.4 Place of Performance

Tasks defined under this statement of work will be performed primarily at the Contractor's site location, Metropolitan Washington, DC. Specific, urgent and immediate sustainment and support activities will be performed by the Contractor at the Government site. Government site is defined as The Office of Administration, Information Systems and Technology in the New Executive Office Building, 725 17th Street, NW, Room 4208, Washington, DC 20503.

10.5 Authorities of Government Personnel

10.5.1 Contracting Officer's Technical Representative

Notwithstanding the Contractor's responsibility for total management during the performance, the administration of the delivery order will require maximum coordination between the EOP and the Contractor.

The COTR will monitor all technical aspects of the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract, and to notify both the Contractor and the Contracting Officer of any deficiencies observed. A letter of designation will be issued to both the COTR and the Contractor at the time of contract award setting forth the responsibilities and limitations of the COTR.

It is important to note that while the COTR will be responsible for administering performance of work under this contract, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless proper, formal contractual documents are executed by the Contracting Officer prior to completion of the contract.

10.5.2 Contracting Officer

All delivery order administration will be handled by the Contracting Officer. All communications pertaining to contractual and/or administrative matters under the contract should be addressed to:

████████████████████
 Office of Administration; Procurement Branch
 1800 G Street, N.W. 10th Floor
 Washington, DC 20503
 202 205 7646

10.5.3 Invoicing Requirements

The Contractor shall submit invoices no more than once monthly for work completed. Invoices shall be faxed to ██████████ Separate instructions for submitting invoices shall be provided to the Contractor.

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10.6 Drug Testing

All Contractor employees may be required to pass a drug test prior to beginning work on the contract. If required, the Contractor may either provide proof that employees passed a preemployment drug test, or participate in a Government-sponsored testing program. If the Contractor decides to participate in the Government program, OA, HRM Division will arrange for the drug test at no cost to the Contractor, and provide the results of such tests to the Contractor.

11.0 Special Requirements

11.1 Potential Conflicts of Interest

The Contractor's employees assigned to work on this contract have an affirmative obligation to disclose to the Contracting Officer any personal or business relationship with Government personnel, or financial interests, which could present the appearance of an existing or potential conflict of interest. Failure to do so, if such becomes known by other means could result in a determination of non-responsibility prior to award or termination of contract after award.

11.2 Advertising of Award

The Contractor shall not refer to this award in commercial advertising, or similar promotions in such a manner as to state or to imply that the product or services provided is endorsed, preferred, or is considered superior to other products or services by the Executive Office of the President, the Office of Administration, or the White House. This includes advertising, or similar promotions, in all forms or electronic, broadcast, and print media.

In addition, the Contractor is restricted from reproducing the image(s) of the EOP in any form of commercial advertising, or similar promotion. This includes images of official seals and buildings. The reproduction of official seals and the images of buildings is a matter controlled by regulation and Executive Order. Any proposed usage of such symbols must be brought to the attention of the Contracting Officer.

11.3 Security

11.3.1 Personnel

All data and information that is required in the performance of this task is unclassified. However, access to the White House Complex (including the New Executive Office Building and the Eisenhower Executive Office Building) requires approval by the EOP Security Office. Approval is granted after suitability is determined by considering the results from a name check performed by the Federal Bureau of Investigation (FBI). Contractors must allow ten working days prior to the projected start date for a name check to be processed and approved by the Security Office. It is the Contractor's responsibility to provide personnel who will meet EOP personnel security requirements and to ensure that access requirements are satisfied in a timely manner. All Contractor personnel must be 18 years of age and U.S. citizens.

Contractor personnel who require access to the complex for longer than 90 days will also be required to undergo a full field FBI investigation, and other background investigations as deemed appropriate. Contractors must provide information to complete the full field background investigation within 2 weeks after their start date at the White House Complex or within 2 weeks of being notified that their work will extend for longer than a 90 day period.

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Permanent access (access beyond 90 days) is only granted when results of the investigations are reviewed and approved by officials within the EOP Security Office. Contractor personnel must provide all information requested to ensure that background investigations are properly processed.

Contractors are responsible for ensuring that all staff follows EOP check out procedures when access is no longer required. Departing personnel must return building passes to the EOP Security Office where they will obtain instructions for checking out of the complex.

11.3.2 Computer Security

All contractors accessing EOP systems shall be required to comply with all computer security policies and practices of the EOP. In addition, Contractor personnel who are granted special access privileges to perform system administrator functions will be required to sign a Special Access Privileges Agreement. This agreement ensures that privileges will only be used for required functional purposes.

Contractors will also:

Ensure that the design, development, maintenance and operation of any system they are tasked to support is conducted in compliance with regulatory and EOP procedural requirements. For system development projects, a system specific security plan must be prepared and presented to the COTR and the EOP Security Office for approval prior to implementation.

Unless approved by the COTR and the EOP Security Office, the Contractor will not:

Load commercial off-the-shelf (COTS) products, custom-developed software, shareware, freeware, or other software onto any EOP workstation or server. Modifications to the standard software configurations must be approved by the IS&T Change Management Committee prior to implementation.

Load or implement any network monitoring or scanning tools.

Make any modification to EOP Perimeter Controls (firewalls, routers, ACE Servers, Modems, etc).

Through the COTR, the Contractor should consult with the EOP Security Office when there is any question concerning EOP computer security policies and procedures.

11.4 Privacy

The Privacy Act of 1974 applies to the information and data required for the performance of this task.

11.5 Substitution of Personnel

The Contractor agrees to assign to the contract the key personnel whose resumes and qualifications were submitted with the Contractor's proposal and who are necessary to fulfill the requirements of the contract. No substitutions shall be made except in accordance with this clause. During the first 90 calendar days of the contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including termination.

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Prior to removing, replacing, or diverting any of the specified individuals, the Contractor shall promptly notify the Contracting Officer (CO) and provide the information required below:

(a) All proposed substitutions shall be submitted to the CO for approval at least 15 calendar days in advance of the proposed effective date (unless substitution is necessitated by sudden illness, death, or termination of employment in which case notice shall be within five (5) calendar days of the effective date) and must provide the information in (b) and (c) below.

(b) All requests for substitutions shall be in writing unless otherwise agreed to by the CO and shall include a complete resume for the proposed substitute and any other information required by the CO to permit effective evaluation of the proposed substitution's qualifications.

(c) Requests for substitution of "key personnel" above must also provide a detailed explanation of the circumstances necessitating it and sufficient information for the CO to evaluate the impact of the substitution on contract performance.

11.6 On-Site Contractor Performance

During all operations on Government premises, the Contractor shall comply with the rules, regulations and procedures governing the conduct of personnel as expressed by the Executive Office of the President, Office of Administration's written or oral procedures. Within three (3) days after contract award, the Contractor shall provide the COTR the names, dates of birth and social security numbers of all employees who may need regular and frequent access to the EOP complex.

11.7 Limited Distribution or Use of Certain Data and Information

(a) Performance of this contract may require the Contractor to have access to and use of data and information which may be considered proprietary by other customers, or which may otherwise be of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interests of the Government and others.

(b) The Contractor agrees that Contractor personnel will not divulge or release data or information developed or obtained in connection with the performance of this contract until made public by the Government, except to authorized Government personnel, or upon written approval of the COTR.

(c) Except as may be otherwise agreed to with a data owner, the Contractor further agrees it will not use, disclose or reproduce proprietary data belonging to customers and which bears a restrictive legend, other than as required in the performance of this contract; provided, however, that nothing herein shall be construed as:

(1) Precluding the use of any such data independently acquired by the Contractor without such limitation; or

(2) Prohibiting an agreement at no cost to the Government between the Contractor and the data owner that provides for greater rights to the Contractor.

(d) The Contractor shall include the above clause (paragraphs a b and c) in all subcontracts.

11.8 Restriction Against Disclosure

The Contractor agrees in the performance of this contract to keep all information supplied by the Government and all information obtained in conducting the research in the strictest confidence, said information being the sole property of the Government. The Contractor agrees not to

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publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, nor authorize others to do so, taking such reasonable measures as are necessary to restrict the information to those employees who must have the information to perform the work provided herein. Contractor employees shall sign a Restriction Against Disclosure Statement. The Contractor shall establish policies and procedures to implement the substance of this Clause at the individual employee level which will assure that affected employees are made aware of the contract provisions and the Contractor's implementing policies and procedures. Particular attention will be given to keeping employees advised of the statutes and regulations applicable to the handling of other Contractor confidential financial data.

11.9 Privacy or Security Safeguards

(a) The details or any safeguards the Contractor may design or develop under this contract are the property of the Government and shall not be published or disclosed in any manner without the Contracting Officer's express written consent.

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

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

(d) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party. Mutual agreement shall then be reached on changes or corrections to existing safeguards or institutions of new safeguards, with final determination of appropriateness being made by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, business, damage to reputation, or damages of any other kind arising from discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

11.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

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

- 52.242-15 STOP WORK ORDER (AUGUST 1989)
- 52.224-1 PRIVACY ACT NOTIFICATION (APRIL 1984)
- 52.224-2 PRIVACY ACT (APRIL 1984)
- 52.227-01 AUTHORIZATION AND CONSENT (JULY 1995)
- 52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUGUST 1996)
- 52.227-14 RIGHTS IN DATA—GENERAL (JUNE 1987)

11.11 PROPOSAL REQUIREMENTS

11.11.1 PROPOSAL REQUIREMENTS

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Contractor shall submit an electronic copy of their proposal consisting of two parts: Part I: Technical and Part II: Price.

11.11.2 Part I, Technical:

Part I shall consist of

- **Management Plan** - a management plan for accomplishing scope of work in the statement of work. The management plan shall consist of milestones and major events to complete the tasks within the time frame specified.
- **Resumes** - resumes which illustrate experience and skills necessary to accomplish the work described.
- **Past Performance** – If the offeror is an incumbent contractor, please provide the name of the current Contract's Technical Representative as a reference for past performance. If the offeror is not an incumbent contractor, provide three recent, relevant references who can verify the quality of the offeror's past performance. Referenced contracts should be similar in scope and complexity to the requirements identified in this statement of work. Recency is defined as within the three years.
- **Technical Approach** – Provide the technical approach to meet the scope of work.

11.11.3 Part II, Cost Proposal:

The Government anticipates that a **Fixed Price Task Order** will be issued as a result of this RFQ. The cost proposal shall contain the total price to meet satisfy this statement of work and supporting documentation providing some detail of how the price was determined.

Please cite along with this proposal your tax identification number (TIN) and Dun & Bradstreet Number (DUNS).

11.12 RESTRICTION AGAINST DISCLOSURE STATEMENT

The following is to be signed by the personnel performing this contract and submit to the Contracting Officer within 5 days of contract award.

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RESTRICTION AGAINST DISCLOSURE STATEMENT

Company Name: _____

Employee Name: _____

Date: _____

Contract No: _____

I, _____, understand that, in the performance of this contract I may be given access to information which may be of a technical and/or sensitive nature, and which may be the sole property of the U.S. Government. I hereby agree that I will keep any and all information furnished by the Government, or that I might otherwise obtain or become aware of during the performance of this contract, in the strictest confidence. I further agree that I am specifically prohibited from publishing, reproducing or otherwise divulging any such information in whole or in part, in any manner or form. I am prohibited from authorizing or permitting others to do so, and will take such reasonable measures as are necessary to restrict access to the information while in my possession.

Using information made available under this contract for a purpose or to an extent unauthorized herein, may subject me to criminal sanctions imposed by 18 U.S.C. 641. This section provides, in pertinent part, "Whoever ... knowingly converts to his use or to the use of another, or without authority, sells, conveys, or disposes of any record ... of the United States ... or whoever receives ... the same with intent to convert it to his use or gain, knowing it to have been ... converted, shall be fined [not more than \$10,000] or imprisoned of not more than 10 years, or both"

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12.0 EVALUATION FACTORS FOR AWARD

12.1 METHOD OF AWARD

The Government anticipates awarding a Fixed Price Task Order to the offeror whose proposal is considered most advantageous to the Government, price and other factors considered. The proposal will be evaluated based on the factors described in the technical evaluation factors below. Award will be made to the offeror whose proposal is determined to be the best value for the Government.

12.2 PRICE PROPOSAL EVALUATION

The price proposal will be evaluated by the Government. Prices that are excessively high or low (without sufficient justification) may be considered unrealistic and unreasonable and may receive no further consideration. Subcontracting agreements, if used, will be evaluated to determine that compliance with the provisions of FAR Part 44.202-2 have been met prior to the CO providing consent at time of award, or any time subsequent to award. A determination of price realism and reasonableness will include a determination by the CO that proper discounts have been offered commensurate with maximum order thresholds for prime contractors and teaming partners and in accordance with subcontractor arrangements. The Government reserves the right to reject any proposal that includes any assumption or condition that impacts or affects the Government's requirements. If a disclosed conflict of interest is found to exist that cannot be mitigated, avoided, or waived in accordance with FAR Part 9.5, that offeror will be ineligible for award.

12.3 TECHNICAL EVALUATION FACTORS

The Government will evaluate technical proposals (See 11.11.2) based on the factors shown below: The technical proposal evaluation factors are listed in descending order of importance.

- Factor 1: Technical & Management Approach*
- Factor 2: Corporate Experience*

12.3.1 FACTOR 1: TECHNICAL & MANAGEMENT APPROACH

The Government will evaluate the technical approach factor based on the clarity and completeness of the approach and the degree to which the proposal meets the requirements of the statement of work.

12.3.2 FACTOR 2: CORPORATE EXPERIENCE

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The Corporate Experience factor will be evaluated based on the degree to which the offeror's has satisfied the experience. For this proposal, Corporate Experience is established by the resumes of the personnel proposed and past performance.

12.4 ASSUMPTIONS

All assumptions will be evaluated as part of the individual factor to which they apply. The Government reserves the right to reject any proposal that includes any assumption(s) that impact satisfying the Government's requirements.

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EXECUTIVE OFFICE OF THE PRESIDENT

OFFICE OF ADMINISTRATION

ROUTING AND REMARKS TRANSMITTAL

NAME OF ORIGINATOR Edward Witte	OFFICE OA/Procurement	PHONE X57671	DATE 6/20/07
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CODES A - Action C - Concurrence O - Other S - Signature	Subject: Exchange - Inventory Management Contract Review Statement of Work to be sent to Contractor for pricing and <u>sign the Limited Source Justification</u>
	Deadline 6/27/07

Con-cur. No.	TO	CODE	DATE IN	DATE OUT	INITIALS	REMARKS (Use back of form for continuation)
1	William Reynolds Director, IS&T	S	6/26	6/26	[REDACTED]	
2	Althea A. Kireilis Contracting Officer, Chief Procurement and Contract Management Officer	S			[REDACTED]	
3	F. Andrew Turley Deputy General Counsel	C	7/18	7/17	[REDACTED]	
4	Ed Witte Procurement		7/18	7/17	[REDACTED]	RE-Route FOR LIMITED SOURCE JUSTIF CONCURRENCE
5	Althea A. Kireilis	C	7/18	7/18	[REDACTED]	
6	F. Andrew Turley Deputy General Counsel	C			[REDACTED]	

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REDACTED

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