

2. CONTRACT NO. HQ0034-06-D-1003 3. AWARD/EFFECTIVE DATE 07-Dec-2006 4. ORDER NUMBER 5. SOLICITATION NUMBER HQ0034-06-R-1016 6. SOLICITATION ISSUE DATE 21-Jul-2006

7. FOR SOLICITATION INFORMATION CALL: a. NAME ALEXANDER GRANADOS b. TELEPHONE NUMBER (No Collect Calls) 703-696-9468 8. OFFER DUE DATE/LOCAL TIME 12:00 AM 28 Jul 2006

9. ISSUED BY CODE HQ0034
 WHS, ACQUISITION & PROCUREMENT OFFICE
 1155 DEFENSE PENTAGON
 RPN SUITE 12063
 WASHINGTON DC 20301-1155
 TEL:
 FAX:

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: % FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
 NAICS:
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO WHS/HRD CODE HQ0084
 ANGELA BROOKS
 POLK BUILDING-SUITE 3000
 2521 SOUTH CLARK STREET
 ARLINGTON VA 22202

16. ADMINISTERED BY CODE
SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE 4FMD8
 GEORGE WASHINGTON UNIVERSITY THE JOANA SPEARS
 2100 PENNSYLVANIA AVE NW
 WASHINGTON DC 20052-3202
 TEL. 202-994-1088 FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE HQ0338
 DFAS-CO/SOUTH ENTITLEMENT OPERATIONS
 P.O. BOX 182264
 COLUMBUS OH 43218-2264

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					

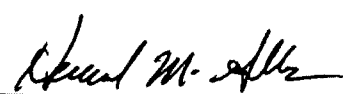
25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

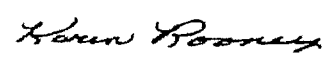
26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$1,573,486.00

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 1 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.
 REF:

29. AWARD OF CONTRACT: REFERENCE
 OFFER DATED 28-Jul-2006 . 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)


31c. DATE SIGNED
 07-Dec-2006

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Harold Gollos
 Managing Director
 Research Support & Analysis

30c. DATE SIGNED
 12/7/06

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
 Karen Rooney / Contracting Officer
 TEL: 703-696-9468 EXT 173 EMAIL: karen.rooney@whs.mil

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER

PAGE 1 OF 53

2. CONTRACT NO.
HQ0034-06-D-1003

3. AWARD/EFFECTIVE DATE
07-Dec-2006

4. ORDER NUMBER

5. SOLICITATION NUMBER
HQ0034-06-R-1016

6. SOLICITATION ISSUE DATE
21-Jul-2006

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
ALEXANDER GRANADOS

b. TELEPHONE NUMBER (No Collect Calls)
703-696-9468

8. OFFER DUE DATE/LOCAL TIME
12:00 AM 28 Jul 2006

9. ISSUED BY
WHS, ACQUISITION & PROCUREMENT OFFICE
1155 DEFENSE PENTAGON
RPN SUITE 12063
WASHINGTON DC 20301-1155

CODE
HQ0034

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: % FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)

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

12. DISCOUNT TERMS

TEL:
FAX:

NAICS:
SIZE STANDARD:

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

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO WHS/HRD
ANGELA BROOKS
POLK BUILDING-SUITE 3000
2521 SOUTH CLARK STREET
ARLINGTON VA 22202

CODE
HQ0064

16. ADMINISTERED BY

CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR

CODE
4FMD8

GEORGE WASHINGTON UNIVERSITY THE
JOANA SPEARS
2100 PENNSYLVANIA AVE NW
WASHINGTON DC 20052-3202

TEL. 202-994-1088

FACILITY
CODE

18a. PAYMENT WILL BE MADE BY

CODE
HQ0338

DFAS-CO/SOUTH ENTITLEMENT OPERATIONS
P.O. BOX 182264
COLUMBUS OH 43218-2264

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)

\$1,573,486.00

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 1 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.
REF:

29. AWARD OF CONTRACT: REFERENCE

OFFER DATED 28-Jul-2006 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)

31c. DATE SIGNED

Karen Rooney

07-Dec-2006

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

30c. DATE SIGNED

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

Karen Rooney / Contracting Officer

TEL: 703-696-9468 EXT 173

EMAIL: karen.rooney@whs.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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

Section SF 1449 - CONTINUATION SHEET

CONTRACT INFORMATION

A-1 PROJECT INFORMATION

1.1 Description of Services

National Securities Studies Program for DOD executives and managers. The curriculum for this program is as follows: 1) Educational component to include research requiring participants to complete a minimum of one case study, 2) Conduct a Defense Policy Seminar not to exceed 3 days in duration, 3) Delivery of an Executive Course in National and International Security not to exceed 2 weeks in duration and 4) Conduct a Senior Manager Course in National Security with course length to be approximately 4 weeks in duration.

1.2 Delivery Address for Proposals: Washington Headquarters Services (WHS)
Acquisition & Procurement Office (A&PO)
1401 Wilson Blvd., Suite 401
Arlington, VA 22209

1.3 Period of Performance

This contract is for a base period of one (1) year and four (4) 12- month option periods. The first training session shall start February 2007.

1.4 Type of Contract

This is a firm Fixed Price, Indefinite Delivery, Indefinite Quantity contract with a base and four (4) 12-month option periods. This acquisition will be streamlined by utilizing FAR Part 12 and Part 5. FAR 5.203(A) limits the amount time we must advertise.

The Government will issue delivery orders in accordance with the Ordering clause 52.216-18 and the Indefinite Quantity clause 52.216-22.

1.4.1 Minimum and Maximum

The guaranteed minimum that the Government is obligated to purchase under this contract is \$100,000.

The maximum order issued under all contracts resulting from this solicitation will not exceed \$10,000,000.00 for the life of the contract. Additional purchases over the minimum up to the maximum will be ordered if and as needed by the Government, but no guarantee exists beyond the minimum.

A-2 STATEMENT OF WORK

2.1 Background:

The Acquisition and Procurement Office (A&PO) of Washington Headquarters Services (WHS), on behalf of the Office of Secretary of Defense (OSD), is seeking proposals from offerors to provide a National Securities Studies Program (NSSP) for senior-level Department of Defense (DoD) military and civilian executives and managers. In 1983 DOD identified a need and awarded a contract to provide National Security Studies to executives and managers on past and present national security strategies of the United States of America. Since then, NSSP has been continually offered through various competitive contracting actions.

2.2 Executive Summary:

The last great drama of the Cold War--the collapse of communism in the Soviet Union and Eastern Europe and the end of the four-decade-old East-West conflict--unfolded in three acts between 1989 and 1991. To convince the West, and above all the new administration in Washington, of his sincerity, Mikhail Gorbachev, Soviet Union President, had made major concessions on arms control, withdrawn Soviet troops from Afghanistan, pledged to reduce Soviet ground forces by half a million, and rejected class warfare in favor of "pan-human values" as the basis of Soviet foreign policy. The second act of the drama began in the fall of 1989 with peaceful revolutions in Eastern and Central Europe (except Romania) and the fall of the Soviet "outer empire." The *de facto* collapse of the Warsaw Pact (it would formally dissolve itself a year later) plus a new treaty that substantially reduced Soviet superiority in conventional forces in Europe resulted in a stronger Western alliance--so strong that the US could redeploy forces from Europe to the Persian Gulf for use against Iraq. East Germany, the USSR's main prize from World War II, was united with West Germany and integrated into NATO.

The third and final act closed with the 1991 dissolution of the USSR. The centrifugal forces in the "outer empire" stimulated and accelerated those in the "inner empire" as the Soviet republics sought sovereignty and then independence from Moscow. On Christmas Day 1991, at 7:35 p.m., the Soviet flag flying over the Kremlin was lowered and replaced by the new Russian banner. The USSR officially ceased to exist on 31 December. The Cold War was over.

Today, the United States enjoys a position of unparalleled military strength and great economic and political influence. Defending our Nation against its enemies is the first and fundamental commitment of the Federal Government. The National Security has changed dramatically since the events of September 11, 2001. The lessons of 9/11 taught America its enemies' "terrorist" shadowy networks of individuals could bring great chaos and suffering to our shores for less than it costs to purchase a single tank.

The U.S National Security Strategy is based on a distinctly American internationalism that reflects the union of our values and our national interests. The aim of the strategy is to help make the world not just safer but better. The goals are clear: political and economic freedom, peaceful relations with other states, and respect for human dignity. The principal areas of focus are: Strengthen alliances to defeat global terrorism and work to prevent attacks against U.S. and our friends and allies, work with others to defuse regional conflicts, and prevent our enemies from threatening U.S. our allies, and our friends with weapons of mass destruction.

After an assessment of various managerial development programs offered by academic institutions, DOD decided that a program of instruction emphasizing the Defense decision making processes, must be developed to meet the unique needs of Defense managers. A number of forces impact national security policy decisions; therefore, the senior leadership determined it is extremely important that DoD managers have a broad understanding and appreciation of these factors in their day-to-day operations. In 1983 the Department granted a competitive contract for the purpose of designing an Executive Management Development and Training program for three levels of DoD executives and managers. NSSP has been continually offered since its inception through various competitive contracting actions. Because of the horrific events of September 11 and domestic catastrophes such as hurricane Katrina, DoD leadership and managers must now understand that leadership does not exist in a vacuum. NSSP curriculum must provide in-depth instruction/facilitation including but not limited to the senior executive's environment, resource allocation, procurement of weapons systems and world economics. Post 9/11 requires extensive discussion on interagency cooperation and integration in the development and execution of national strategy and post-conflict activities ("winning the peace"). Domestically, NSSP must address national security considerations during natural disasters and the role of DoD in responding; illegal immigration and border security; and national healthcare cost, benefits and impacts on national security. Extensive consideration should be given to the 2006 QDR and its impact on national defense and future budget requirements. Participants of NSSP should fully understand that leaders within DOD need to lead with the understanding that the United States has a critical stake in enhancing the security, health, freedom and economic well-being domestically as well as internationally.

2.3 Scope of Work:

Provide a National Securities Studies Program for DOD executives and managers. The curriculum for this program is as follows: 1) Educational component to include research requiring participants to complete a minimum of one case study, 2) Conduct a Defense Policy Seminar not to exceed 3 days in duration, 3) Delivery of an Executive Course in National and International Security not to exceed 2 weeks in duration and 4) Conduct a Senior Manager Course in National Security with course length to be approximately 4 weeks in duration.

2.4 Objective A

Provide an educational course that addresses the training needs of executives and managers. The training information shall address issues, concerns, decisions, actions, recommendations,

and solutions to past and present (post September 11, 2001) National Security items of concern. Provide practical, how to, and specific information rather than conceptual and theoretical knowledge. The contractor shall update the curricula as necessary and teach a series of residential seminars/courses utilizing a variety of appropriate instructional methodologies including discussions, experiential activities, simulations and rigorous real-world instruction.

2.4.1 Deliverable

1. Scheduled attendees shall receive pre-course materials (topics, schedules of events, objectives and names of presenters/instructors) not later than 21 calendar days prior to the start of class. In addition, the pre-course material shall indicate how the information will improve the participant's productivity, capability, or expertise in some specified area.
2. Provide and submit to the Government the draft curriculum for the educational course. This information shall be submitted to the Government within 60 calendar days of the start of the course.
3. Provide a course corresponding handbook for participants.
4. Provide a list of proposed guest speakers, title, and honoraria amounts to be paid.
5. Provide participant survey to gauge satisfaction with course.

2.5 Objective B

Provide a Defense Policy Seminar that will focus on the dynamics of Defense decision-making and the strategies for managing the process. Curriculum will focus on leadership competency in crisis management through simulated conditions of intense pressure and urgency. These simulations will provide students with an appreciation and understanding of the interpersonal and group dynamics that emerge under crisis conditions. Provide training in June or July of each contract year and a second session, if required, will be held in November or December of the contract year.

2.5.1 Deliverable

1. Provide and submit to the Government the draft curriculum for the Defense Policy Seminar. This information shall be submitted to the Government within 60 calendar days of the start of the seminar. The seminar shall not exceed 3 days.
2. Provide a seminar corresponding handbook for participants.
3. Provide a list of the guest speakers, title, and honorarium amount to be paid.
4. Provide participant survey to gauge satisfaction of seminar

2.6 Objective C

Provide an Executive Course in National and International Security that seeks to emphasize political impacts and the influence that economic and social forces have on shaping Defense programs and policy decisions. The curriculum shall provide the opportunity to explore the senior executive's environment; resource allocation, weapon systems, world economics; and the role of DoD in responding to natural disasters, illegal immigration and border security. Participants shall receive and understanding of interagency cooperation and integration in the development of national strategy, post-conflict resolutions and how that strategy is executed.

Participants shall be able to explore and examine politics, economics, ethics and law within the context of national security. Provide training in July, August or September of each contract year.

2.6.1 Deliverable

1. Provide and submit to the Government a draft curriculum for the National and International Security course. This information shall be submitted to the Government within 60 calendar days of the start of the seminar. The seminar shall not exceed 2 weeks.
2. Provide a course corresponding handbook for participants.
3. Provide a list of the guest speakers, title, and honoraria amounts to be paid.
4. Provide participant survey to gauge satisfaction of seminar

2.7 Objective D

Provide a Senior Manager Course in National Security. This course will provide participants an opportunity to explore global economics, interagency coordination, collective defense arrangements and public-private perspectives. The curriculum must provide the participants management skills that will enable them to shape national security policy and the working environment in DoD. The course shall provide the opportunity for managers to practice making management decisions, study the forces that shape public programs and learn to use the analytical tools and techniques required in policy analysis. To ensure that participants obtain a thorough understanding of national security, interagency relationships, global security and the global security environment, lectures, case studies, simulations and group briefings should be used to provide maximum impact. Case studies should be designed to aid policy makers and students interested in examining pertinent management, leadership and accountability issues related to national security. During the four-week course, participants shall be provided an optional wellness program to include a lifestyle assessment and health risk appraisal. Provide the subject training during the month of April with a scheduled end date in late March or early June of each contract year.

2.7.1 Deliverables

1. Provide the Government a draft curriculum for the Senior Manager Course in National Security this should include the recommended case study. This information shall be submitted to the Government within 60 calendar days of the start of the course. The seminar shall not exceed 4 weeks.
2. Provide a seminar corresponding handbook for participants.
3. Provide a list of the guest speakers, title, and honorarium amount to be paid.
4. Provide participant survey to gauge satisfaction of seminar
5. Provide Technical Representative completed case files no later than 30 days After completion of course

Performance Requirements Summary Matrix

Critical Task	Standard	Metric	Surveillance Method	Incentives
2.1 Objective A Provide a National Securities Studies Program for DOD Executives and Managers to include courses in Defense Policy, National and International Security, Senior manager National Security to include a case study	Curriculum provided will address the training needs of DOD executives and managers. Information shall address issues, concerns, decisions and action to past and present National Security concerns.	100% of the time	The COR will observe and monitor initial offerings of each course identified in the task for compliance with curriculum provided by the contractor and agreed upon by the government. Other methods Customer feedback, Third party audits, and Contractor surveys and audits	Outstanding rating for the class.
2.2 Objective B Provide a Defense Policy Seminar that will focus on the dynamics of Defense decision-making and the strategies for managing the process.	Curriculum will focus on leadership competency in crisis management through simulated conditions of intense pressure and urgency.	100% of the time.	The COR will observe and monitor initial offerings of each course identified in the task for compliance with curriculum provided by the contractor and agreed upon by the government. Other methods Customer feedback, Third party audits and Contractor surveys and audits.	Outstanding rating for the class.
2.3 Objective C Provide an Executive Course in National and International Security that seeks to emphasize political impacts and the influence	Curriculum shall provide the opportunity to explore the senior executive's environment; resource allocation, weapon systems, world economics,	100% of the time. 100% of the	The COR will observe and monitor initial offerings of each course identified in the task for compliance with curriculum provided by the contractor and	Outstanding rating for the class.

<p>that economic and social forces have on shaping Defense programs and policy decisions</p>	<p>and the role of DOD in responding to natural disasters, illegal immigration and border security.</p>	<p>time.</p>	<p>agreed upon by the government. Other methods Customer feedback, Third party audits and Contractor surveys and audits.</p>	<p>Outstanding rating for the class</p>
<p>2.4 Objective D Provide a Senior Manager Course in National Security. The course will provide participants an opportunity to explore global economics, interagency coordination, collective defense arrangements and public-private perspectives.</p>	<p>The curriculum must provide the participants management skills that will enable them to shape national security policy and the working environment in DOD.</p>	<p>100% of the time.</p>	<p>The COR will observe and monitor initial offerings of each course identified in the task for compliance with curriculum provided by the contractor and agreed upon by the government. Other methods Customer feedback, Third party audits, and Contractor surveys and audits.</p>	<p>Outstanding rating for the class</p>

A-3 GENERAL INFORMATION

3.1 The contractor shall be responsible for employing academically qualified personnel to deliver the objectives of this SOW and meet the qualifications outlined herein.

3.1.1 Education – Contract personnel engaged in facilitation or instruction of course participants shall possess a masters degree or higher.

3.2 Experience

Contract personnel responsible for facilitation or instruction of course participants shall have a minimum of five (5) years experience in instruction and facilitation. Personnel shall have a minimum of five years experience in National Security Studies and possess a documented understanding of DoD operational environment and complexities of government and Pentagon operations. Personnel shall have recent and relevant experience in developing and/or implementing National Securities studies for senior officials at the GS/GM – 15 and 0-6 levels or higher. Contractor will submit no more than six (6) resumes of potential facilitators and instructors for review and compliance with the above requirements.

3.3 Quality Control

3.3.1 The contractor is responsible for establishing, maintaining and monitoring quality control of the services provided hereunder via a detailed quality control plan, clearly stating procedures for ensuring quality. As part of the above plan, the contractor shall establish and maintain an instructor, facilitator, and guest speaker evaluation system. Records of all evaluations shall be kept current and copies provided to NSSP Program Manager NLT 15 days upon completion of a course. The Government reserves the right for the Contracting Officer Representative (COR) to evaluate contractor performance, including both technical content and instructional techniques at any time. Observations of the evaluator will be provided to the contractor via the COR. Direct discussions of observations by a designated representative with contract personnel are not permitted.

3.3.1.1 The contractor shall schedule in coordination with the COR an In Progress Review (IPR) after completion of each course during the base year and semiannual during the option years. General topics of these reviews shall include, but are not limited to, management, scheduling, logistics, student evaluations and overall health of the program. The COR may request additional IPR's with a two-week advance notice to the contractor.

3.3.1.2 The contractor will prepare and submit to the COR for approval/concurrence, a Memorandum For Record (MFR) which includes, but is not limited to, information discussed and agreed upon at the IPR, aforementioned paragraph 2.3.1.1.

3.3.1.3 Regular "Status Reports" to participants:

Periodic summaries shall be provided to participants informing them of where they are headed and reminding them of where they have been in prior sessions.

3.4 Facilities

3.4.1 All facilities used for lodging will be in accordance with the per-diem rates for Flag Officers and Senior Executive Service members

3.5 Transportation

3.5.1 Transportation cost to and from course locations will be paid for by the participating DOD components. Transportation required at the course sites shall be provided by the contractor and will be included in contract proposals for the individual seminars and courses.

3.6 Security

3.6.1 The security requirements for this contract are UNCLASSIFIED

3.7 Inspection and Acceptance

3.7.1 Services rendered under this contract will be accepted and approved by the Contracting Officer or designated representative. Such approval will indicate the Government's acceptance of the contractor's performance.

3.8 Honoraria

Contractor to provide a list of proposed speakers with their proposal and then within 30 days of the start of the first seminar or course, provide a confirmed list for the year. Contractor shall submit a copy of the check for all honorariums paid prior to invoicing.

CONTRACT CHARACTERISTICS AND SOURCE SELECTION PROCESS

4.1 Overview of the Source Selection Process.

This procurement action is considered a commercial item as described in Federal Acquisition Regulations (FAR) Part 12. Further, this action will follow best-value source selection procedures described in FAR Part 15 and the contract award will result in a firm fixed-price, indefinite delivery, indefinite quantity (ID-IQ) contract. Each offeror must submit a written proposal in strict accordance with instructions. When evaluating proposals, the Government will consider how well the offeror complied with both the letter and spirit of these instructions.

Contract award shall be made to the responsible offeror whose proposal in conforming to this RFP provides an overall best value to the Government, technical factors and price considered. The Government's objective is to obtain the highest technical quality considered necessary to achieve the project objectives, for a fair, reasonable and realistic price. Award will be made to the offeror whose technical proposal and price provide the best value to the government. The technical factors, when combined, are equal in importance to price.

The Contracting Officer intends to evaluate proposals and make an award without discussions. However, the Government reserves the right to conduct discussions if it is determined to be in the best interest of the Government.

A-5 INSTRUCTIONS TO OFFERORS

5.1 Date, Time, and Place of Submission. Written proposal must be received on June 28, 2006 at 1:00 p.m. eastern time at 1401 Wilson Blvd, Suite 401, Arlington, VA 22209 (please ring the door bell for entrance at Suite 401 on the 4th floor). All submitted materials will become the property of the Government and will not be returned. Regardless of the manner you choose to deliver your package, it is the offeror's responsibility to make sure it is received before the submission deadline.

5.2 Small Business Subcontracting Opportunities. In their proposals, contractors must affirm that small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns will have the maximum practicable opportunity to participate in the performance consistent with prime contractors efficient performance.

5.3 Submission Format. Offers (proposals) shall conform to the instructions in this section; significant deviations may result in the possible exclusion of such proposals from consideration.

5.3.1 Written Submission

a. Vol 1: Past Performance

Tab A: Past Performance

b. Vol 2: Management Approach

Tab A: Management Approach and Technical Understanding of scope of work.

Tab B: Key Personnel Resumes

c. Vol 3: Technical Approach

Tab A: Offeror's Experience

Tab B: Instructor Resumes

d. Vol 4: Price

5.3.1.1 Written Submission Format

- e. Number of Copies- Offerors shall submit an original and (6) copies of their proposal as described herein. Each volume shall not exceed 50 pages.
- f. Text- Text shall be at least single spaced, on 8.5x11 inch paper, with a minimum one-inch margin all around. Pages shall be numbered consecutively. A page printed on both sides shall be counted as two pages. Submission as double-sided printing/copying on recycled paper is encouraged. No foldout pages shall be used. Pages submitted in excess of the page limitation stated throughout this document will not be evaluated.
- g. Font Size- Print shall be of a minimum 12-point font size. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.
- h. Binding- Originals and copies shall be submitted in three-ring binders.

5.3.1.2 Submission Requirements. The following information shall be submitted:

FACTOR 1: PAST PERFORMANCE

Offeror past performance is defined as the offeror's reputation for satisfying its customers and obeying the law. It is a measure of how well a firm has learned from its experience and of its commitment to customer satisfaction and good citizenship. Past performance is a largely subjective assessment. Facts are necessary, but are not alone sufficient to assess a firm's past performance. The evaluation of past performance entail more than telephonic inquiries of offeror-furnished references. It must be a comprehensive search for any information that will shed light on how well a company is managed and how well it performs as a business.

The offeror shall provide the following information:

1. List at least three (3) previous projects that have been completed within the last three (3) years that demonstrates your ability to successfully develop and teach National Security curriculum for high-level executives and managers.
2. Provide at least three (3) National Security case studies that you have developed and trained your clients on. The case studies shall not exceed four pages and must identify the problem, implementation, and results.
3. Provide the titles of at least twenty (20) guest speakers you have used as subject matter experts on your past projects. Provide the names and telephone numbers of the clients that can verify this information.
4. Provide a record of past performance on completed projects, see Attachment A.

FACTOR 2: MANAGEMENT APPROACH

The management approach is the contractor's overarching logistics, coordination, planning, training, methods and process for conducting the classes. The offeror shall provide the following information in a narrative format:

2.1. Necessary and Useful Information to the participants:

This information should reflect National Security issues, concerns, actions, recommendations, and solutions of the past and present, and specifically, National Security post 9/11. Provide practical, how to, and specific information rather than conceptual and theoretical knowledge. Offerors should include a discussion and explanation of how the information will improve the participates productivity and or capability.

- 2.2 Provide an Avenue for Further Learning or a Means by Which Questions can be answered:

Participants shall be able to acquire more information after the program through their own research (with the help of starting points provided in the session), through resources bibliographies or other supplementary information supplied in program materials, or through access to the presenter via contact information provided in the session.

- 2.3 Opportunities for presentation of ideas and practice of learned skills:

Demonstrate how the offerors courses, seminars, and other educational sessions will allow time for the exchange of ideas, opinions, questions, and practical application of skills presented in the sessions.

- 2.4 Field Trip or Tour:

Provide a spreadsheet that identifies as many sites as possible that you anticipate visiting during the life of the contract and its relevance to the seminar or course being taught. These events shall be of educational interest and allow for direct observation and study.

- 2.5 Participants Comfort:

Seminar location should create an atmosphere comfortable for participants and conducive to their learning. Identify the facilitation ideas and processes that will be used to alleviate restlessness and boredom. Identify as many sites as possible for the seminar locations at minimum 10 sites. Document the reason for the site location and how it will benefit the participants.

- 2.6 Provide an organizational chart indicating lines of authority and responsibilities for firms and individuals considered to be key personnel to your organization. Delineate work to be performed by in-house labor forces and work to be subcontracted
- 2.7 Provide proof from an academic institution of higher learning that the contractors proposed seminars and courses would be accredited by one of the regional accreditation organizations for higher learning.
- 2.8 Provide a proposed list of guest speakers for the year, and the individual seminars and courses that they will be speaking on.

FACTOR 3: TECHNICAL APPROACH

The offeror shall provide information, which specifically demonstrates technical experience, expertise and qualifications.

- 3.1 Provide instructor resumes, individuals shall have a minimum of five years of experience in the seminar or training business.
- 3.2 Provide a curriculum outline per year that reflects the requirements of the scope of work.
- 3.3 Provide a metric for learning objectives for the individual seminars or courses. The metric should reflect the knowledge, experience, or skill that participants will acquire as a direct result of the training program.
- 3.4 Provide a sample copy of the participants' handbook that will be used for each type of course and seminar.
- 3.5 Provide a design and overview of an evaluation system (submit a survey example) that will be valuable and useful in assessing the effectiveness and success of the program and in making changes for future presentations.
- 3.6 Provide an overview of the quality control plan for the project.

NOTE: The indicated levels of experience cited above represent the minimum levels. Experience that does not meet the minimum will result in an unacceptable rating for this factor. In addition, resumes of any other proposed individuals who the offerors feel are critical for the completion of this project may be submitted. Individuals for whom resumes are submitted are considered to be key personnel.

All resumes shall be submitted using (Attachment C) and shall clearly demonstrate that the individual meets the criteria stated above. Note that a list of three (3) references is required for each individual. The Government will be contacting those references to verify each individual's cited experience, performance and capabilities. Offerors are advised that it is the responsibility of the offeror to verify the accuracy of names, addresses and phone numbers of references cited, and that those names, addresses and phone numbers are current and correct.

FACTOR 4: PRICE

Price proposals will be evaluated for reasonableness and realism. In addition, when considering which offeror's proposal represents the overall best value to the government one or more of the following price analysis techniques may be utilized:

- a. Comparison of proposed prices received in response to the solicitation.
- b. Comparison of proposed prices with the independent Government Estimate.
- c. Comparison of proposed prices with available historical information.
- d. Comparison of proposed prices with information received from the DCAA or other governmental agencies.

Evaluation of price proposals will be based upon the lump sum price.

6.7 ADJECTIVAL RATING AND STANDARDS SCALE:

The evaluator shall select one of the adjectival ratings below that most clearly match the assessment of the proposal merit based on the established evaluation criteria. All proposals shall be assigned one of the below adjective ratings for all associate factors and sub factors.

EXCEPTIONAL (E): The proposal greatly exceeds stated requirements, as reflected through an innovative, comprehensive, outstanding approach. The response is complete in terms of the basic content and level of information the Government seeks for evaluation. There is a high probability of success and negligible risk that this offeror would fail to meet the quantity, quality and schedule requirements. There are no deficiencies or weaknesses.

HIGHLY ACCEPTABLE (H): The proposal exceeds stated requirements. The response is complete in terms of the basic content and level of information the Government seeks for evaluation. There is a high probability of success and little or no risk that this offeror would fail to meet the quantity, quality and schedule requirements. There are no deficiencies or significant weaknesses, but there may be minor weaknesses that need not be corrected to make award.

ACCEPTABLE (A): The proposal meets the stated requirements. The response is considered complete in terms of the basic content and level of information the Government seeks for evaluation. There is good probability of success and little risk that this offeror would fail to meet the quantity, quality, and schedule requirements. Weaknesses, if any, are minor and need not be corrected to make award.

MARGINAL (M): The proposal significantly fails to meet the stated requirements. The response is considered incomplete or inadequate in terms of the basic content and level of information the Government seeks for evaluation. There is a low probability of success based on the present information. There are deficiencies and/or significant weaknesses, susceptible of correction through discussions and a major revision or a new proposal being submitted.

UNACCEPTABLE (U): The proposal significantly fails to meet the stated requirements. What was submitted lacks essential information or is conflicting and unproductive. There is no reasonable likelihood of success; deficiencies are so major or extensive that a major revision or complete rewrite of the proposal would be necessary.

CONTRACT ADMINISTRATION

CONTRACTING OFFICER'S POINT OF CONTACT (COPOC)

(a) The Contracting Officer's Point of Contact (COPOC) under this contract is Mr. Alvin Edwards address is: Alvin.Edwards@whs.mil

(b) The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action that obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR is strictly limited to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

CONTRACTOR VISITS

The COPOC will approve and coordinate all Contractor visits to a sponsor's agency and other DoD agencies necessary for performance under this contract. All security visit requests shall be submitted to the COPOC for approval.

CONTRACT MANAGEMENT

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

(a) **CONTRACTING OFFICER.** The Contracting Officer will effect all contract administration. Communications pertaining to the contract administration will be addressed to the Contracting Officer. No changes to the statement of work are authorized without a written modification to the contract executed by the Contracting Officer.

(b) **CONTRACTING OFFICER'S POINT OF CONTACT.** A Contracting Officer's Point of Contact (COPOC) monitors all technical aspects of the contract and assists in contract administration. The COPOC is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance, monitor Contractor's performance and notify both the Contracting Officer and the Contractor of any deficiencies; coordinate availability of Government Furnished Property (GFP), and provide site entry of Contractor personnel.

(1) The COPOC is not authorized to change any of the terms and conditions of the contract. Changes in the scope of work shall be authorized only by the Contracting Officer in a properly executed written modification to the contract.

(2) The COPOC is not authorized to redelegate his/her authority.

(3) The COPOC is not authorized to initiate acquisition actions by use of imprest funds or blanket purchase agreements, nor to issue purchase orders, place calls or delivery orders under basic agreements, basic ordering agreements or indefinite-delivery contracts.

TRAVEL

It is anticipated that performance of this work statement may require travel. All task order associated travel will be at the request of the government via the COPOC, Mr. Edwards. All travel will be in accordance with the Federal Joint Travel Regulations.

7.0 Partnering

Formal Partnering

To encourage the foundation of a cohesive partnership with the Contractor and its Subcontractors, the Contracting Officer will host a formal team partnering session (Includes a facilitator experienced in partnering) after contract award. The intent of this partnering session is to articulate the key objectives of the project and introduce project (Contractor and Government) key personnel to one another, thereby enhancing communication among project members and increasing the likelihood of project success. Additional objectives are effective and efficient contract performance, intended to achieve project completion within budget, on schedule, and in accordance with the contract. The Contractor's key personnel shall attend a 1-day "partnering" session with Government project key personnel. The Contractor shall organize and sponsor the event at a local hotel or meeting room agreed upon by the Contracting Officer. The event will be held during normal working hours within 10 days of contract award. Informal follow-up sessions shall be held as necessary throughout the term of the contract, during normal working hours. Government personnel will purchase their own refreshments and lunch for this event.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Defense Policy Seminar FFP Not to exceed 3 days SIGNAL CODE: a	2	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ACRN AA

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Executive Course FFP Executive course, National and International Security (Not to exceed 2 weeks) SIGNAL CODE: a	1	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ACRN AA

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Senior Manager Course National FFP Senior Manager Course National Security (Not to exceed 4 weeks) SIGNAL CODE: a	1	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ACRN AA

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Honorarium FFP Honorarium this CLIN supports CLIN 001-004 SIGNAL CODE: a	1	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ACRN AA

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	Defense Policy Seminar FFP Not to exceed 3 days SIGNAL CODE: a	2 (OPTION YR 1)	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 OPTION	Executive Course FFP Executive course, National and International Security (Not to exceed 2 weeks) (OPTION YR 1) SIGNAL CODE: a	1	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION	Senior Manager Course National FFP Senior Manager Course National Security (Not to exceed 4 weeks) (OPTION YR 1) SIGNAL CODE: a	1	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION	Honorarium FFP Honorarium this CLIN supports CLIN 001-004 (OPTION YR 1) SIGNAL CODE: a	1	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009 OPTION	Defense Policy Seminar FFP Not to exceed 3 DAYS (OPTION YR 2) SIGNAL CODE: a	2	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION	Executive Course FFP Executive course, National and International Security (Not to exceed 2 weeks) (OPTION YR 2) SIGNAL CODE: a	1	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011 OPTION	Senior Manager Course National FFP Senior Manager Course National Security (Not to exceed 4 weeks) (OPTION YR 2) SIGNAL CODE: a	1	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012 OPTION	Honorarium FFP Honorarium this CLIN supports CLIN 001-004 (OPTION YR 2) SIGNAL CODE: a	1	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013 OPTION	Defense Policy Seminar FFP Not to exceed 3 days (OPTION YR 3) SIGNAL CODE: a	2	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014 OPTION	Executive Course FFP Executive course, National and International Security (Not to exceed 2 weeks) (OPTION YR 3) SIGNAL CODE: a	1	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015 OPTION	Senior Manager Course National FFP Senior Manager Course National Security (Not to exceed 4 weeks) (OPTION YR 3) SIGNAL CODE: a	1	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016 OPTION	Honorarium FFP Honorarium this CLIN supports CLIN 001-004 (OPTION YR 3) SIGNAL CODE: a	1	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017 OPTION	Defense Policy Seminar FFP Not to exceed 3 days (OPTION YR 4) SIGNAL CODE: a	2	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018 OPTION	Executive Course FFP Executive course, National and International Security (Not to exceed 2 weeks) (OPTION YR 4) SIGNAL CODE: a	1	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019 OPTION	Senior Manager Course National FFP Senior Manager Course National Security (Not to exceed 4 weeks) (OPTION YR 4) SIGNAL CODE: a	1	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020 OPTION	Honorarium FFP Honorarium this CLIN supports CLIN 001-004 (OPTION YR 4) SIGNAL CODE: a	1	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government

0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 07-DEC-2006 TO 06-DEC-2007	N/A	WHS/HRD ANGELA BROOKS POLK BUILDING-SUITE 3000 2521 SOUTH CLARK STREET ARLINGTON VA 22202 7036046084 FOB: Destination	HQ0064
0002	POP 07-DEC-2006 TO 06-DEC-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
0003	POP 07-DEC-2006 TO 06-DEC-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
0004	POP 07-DEC-2006 TO 06-DEC-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
0005	POP 07-DEC-2007 TO 06-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
0006	POP 07-DEC-2007 TO 06-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
0007	POP 07-DEC-2007 TO 06-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
0008	POP 07-DEC-2007 TO 06-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
0009	POP 07-DEC-2008 TO 06-DEC-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064

0010	POP 07-DEC-2008 TO 06-DEC-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
0011	POP 07-DEC-2008 TO 06-DEC-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
0012	POP 07-DEC-2008 TO 06-DEC-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
0013	POP 07-DEC-2009 TO 06-DEC-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
0014	POP 07-DEC-2009 TO 06-DEC-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
0015	POP 07-DEC-2009 TO 06-DEC-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
0016	POP 07-DEC-2009 TO 06-DEC-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
0017	POP 07-DEC-2010 TO 06-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
0018	POP 07-DEC-2010 TO 06-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
0019	POP 07-DEC-2010 TO 06-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
0020	POP 07-DEC-2010 TO 06-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064

ACCOUNTING AND APPROPRIATION DATA

AA: 9770100.2020.6203.2573.S49447.DHAC70003
 AMOUNT: \$1,573,486.00
 CIN 00000000000000000000000000000000: \$1,573,486.00

CLAUSES INCORPORATED BY REFERENCE

52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.212-3	Offeror Representations and Certification--Commercial Items	JUN 2006
52.216-24	Limitation Of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 1997

52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.244-6	Subcontracts for Commercial Items	FEB 2006
252.232-7003	Electronic Submission of Payment Requests	MAY 2006

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

(1) The solicitation, or amended solicitation, provides a different definition;

(2) The contracting parties agree to a different definition;

(3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.
- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
- (i) ASSIST (<http://assist.daps.dla.mil>).
 - (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
 - (iii) ASSISTdocs.com (<http://assistdocs.com>).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--
- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
 - (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

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

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

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

A-6 EVALUATION FACTORS

6.1 Factor Identification.

Factor 1. PAST PERFORMANCE

Composed of:

- 1.1 Previous projects
- 1.2 Case studies
- 1.3 Speakers
- 1.4 Record of past performance

Factor 2. MANAGEMENT APPROACH

Composed of:

- 2.1 Necessary and useful National Security information
- 2.2 Further learning
- 2.3 Status reports
- 2.4 Participation opportunities for students
- 2.5 Field trips or tours
- 2.6 Lodging
- 2.7 Organization chart/key personnel
- 2.8 Course accreditation
- 2.9 List of Guest Speakers

Factor 3: TECHNICAL APPROACH

Composed of:

- 3.1 Resumes (Facilitators and Instructors, see paragraph 3.2)
- 3.2 Curriculum outline
- 3.3 Learning objective metrics

- 3.4 Participate class handbook
- 3.5 Evaluation system
- 3.6 Quality control plan

Factor 4. PRICE

Price for Factor 4 evaluation is required to be separately bound from the technical factors (Factors 1 through 3). Pricing information shall not be included in any portion of the proposal.

6.2 How factors will be evaluated

6.2.1 Past Performance

The Government will evaluate the offeror's past performance on the basis of its completed projects, which are similar in magnitude and complexity to the project included in this procurement. The evaluation of past performance on completed projects will be a subjective assessment based upon a consideration of all relevant facts and circumstances. Projects cited by the offeror must be 100 % complete as of the date of proposal submission. The Government's evaluation of the quality and success of the offeror's past performance on completed projects will be used to assess the overall probability of successful performance for this procurement. In addition, past performance on completed projects will be evaluated to make an assessment concerning the anticipated quality of, and customer satisfaction with, performance under this procurement.

The Government is seeking to determine whether the offeror has consistently demonstrated knowledge of and a commitment to customer satisfaction with timely delivery of services at fair and reasonable prices. In evaluating the offeror's past performance the Government may consider information in the offeror's proposal and information from other sources, including references, past and current customers, Government agencies and any other sources deemed necessary.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

6.3 Management Approach

(a) The narrative information

The offeror will be evaluated on the narrative information concerning plans for the overall management of this contract. Specifically, indicate how you intend to organize, coordinate, monitor and control design the National Security Studies Program. The narrative should demonstrate an understanding of National Security issues, outline the overall design of the

program, and the ability to bring in high level military, business, and civilian guest speakers. In addition, the contractor must provide proof from an academic institution of higher learning, that the proposed seminars and courses to be taught will be accredited by one of the regional accreditation educational organizations for higher learning. The narrative will be evaluated to determine the methodology and approach to accomplishing the objectives in the statement of work.

6.4 Technical Approach

The offeror will be evaluated on the information that specifically demonstrates the technical experience, expertise and qualifications for performing the work required by this contract factors.

- (a) Relevant projects of similar scope, size, dollar value, and complexity performed during the past three years (2004 through 2006).
- (b) Provide a curriculum outline
- (c) Provide a metric for learning objectives

When analyzing experience the Government will be looking to determine what types of projects have been accomplished and for how long have you done it. Offerors must submit descriptions of three (3) projects similar in scope, size and complexity performed during the past three years, including references. In addition, the Government will make a subjective evaluation on the best approach and methodology that will be used to accomplish the objective in the statement of work.

6.5 Price

Price proposals will be evaluated for reasonableness. In addition, when considering which offeror's proposal represents the overall best value to the government one or more of the following price analysis techniques may be utilized:

- a. Comparison of proposed prices received in response to the solicitation.
- b. Comparison of proposed prices with the independent Government Estimate.
- c. Comparison of proposed prices with available historical information.
- d. Comparison of proposed prices with information received from other Governmental agencies.

The Government will consider the fairness and reasonableness of the contractor's price to those of other offerors, and comparison to other businesses in the commercial marketplace.

The technical factors, when combined, are approximately equal in important to price. Of the technical factors, factor 2 – management approach is considered the most important followed by factor 3- technical and factor 1 – past performance. In the event proposals are evaluated as technically equal in quality, price will become a major consideration in selecting the successful offerors.

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

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

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (SEP 2005)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--
- (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in

accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986;

41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be

incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2006)

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

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

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

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

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

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Removed].

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

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

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

- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

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

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

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

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

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

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

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286 and 109-53).

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

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

___ (25) 52.225-5, Trade Agreements (JUN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

Reserved.

Reserved.

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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

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

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

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

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

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

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

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

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

any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

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

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

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

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from December 2006 through December 2011

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 December 2011

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/farsites.html>

(End of clause)

INVOICING INSTRUCTIONS (WHS, A&PO Aug 2006)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", Washington Headquarters Services, Acquisition & Procurement Office (WHS, A&PO)

utilizes WAWF-RA to electronically process vendor request for payment. The web based system is located at <https://wawf.eb.mil>, which provides the technology for government contractors and authorized Department of Defense (DOD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) will no longer be accepted for payment.

The contractor shall (i) ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at <http://www.ccr.gov/> and (ii) register to use WAWF-RA at <https://wawf.eb.mil>

within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company CCR EB is activated, the CCR EB will self-register on the WAWF and follow the instructions for a group administrator. Step by step instructions to register are available at <http://wawf.eb.mil>.

The contractor is directed to select either "Invoice as 2-in-1" for services only or "Invoice and Receiving Report (Combo)" for supplies or any combination of goods and services. Both types of invoices fulfill the requirement for submission of the Material Inspection and Receiving Report, DD Form 250.

Back up documentation may be attached to the invoice in WAWF under the "Misc Info" tab. Fill in all applicable information under each tab.

The following required information should automatically pre-populate in WAWF; if it does not populate, or does not populate correctly, enter the following information:

"Issue by DoDAAC" field enter **HQ0034**

"Admin DoDAAC" field enter **HQ0034**

"Payment DoDAAC" field enter HQ0338

"Ship to Code/ EXT" field enter in HQ0064

"Inspect By DoDAAC/ EXT" fields

"LPO DoDAAC/ EXT" fields - "Leave blank" ALWAYS leave blank.

Contractor shall verify that the DoDAACs automatically populated by the WAWF-RA system match the above information. If these DoDAACs do not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies).

Take special care when entering Line Item information . The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

- 2 Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. –0001AA) or Informational SLIN (e.g. –000101), otherwise use the 4 character CLIN (e.g. – 0001).
- 3 ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

Note – DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY CLIN/SLIN/ ACRN.

- 4 Unit Price
- 5 Unit of Measure

Shipment numbers must be formatted as follows:

For Services, enter ‘SER’ followed by the last 4 digits of the invoice number.

For Construction, enter ‘CON’ followed by the last 4 digits of the invoice number.

For Supplies, enter ‘SUP’ followed by the last 4 digits of the invoice number.

If the invoice number is less than 4 digits, enter leading zeros.

Before closing out of an invoice session in WAWF-RA but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on “Send More Email Notification” on the page that appears. Add the following email address Lance.Petteway@whs.mil in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF-RA system.

If you have any questions regarding WAWF, please contact the WAWF Help Desk at 1-866-618-5988.