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Section SF 1449 - CONTINUATION SHEET

BPA STRUCTURE

The Washington Headquarters Services, Acquisition & Procurement Office has established multiple BPAs. Orders against these BPAs will be on a firm fixed price basis with the potential to include a time and materials CLIN for travel and other less predictable requirements.

The BPAs expire after five years. The BPAs will be for a base year and may be extended for up to an additional four years. The Government may extend the terms of the BPAs beyond the current period of performance by written notice to the Contractor no later than the commencement date of the next period of performance, provided the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the agreement expires. The preliminary notice does not commit the Government to the extension.

The following Schedule applies to this agreement:

Period of	Dollar Threshold	Performance
Performance	Capacity per Year	<u>Dates</u>
Base Year:	\$10,000,000.00	BPA Award through Month 12
Extension Year 1:	\$10,000,000.00	Month 13 through Month 24
Extension Year 2:	\$10,000,000.00	Month 25 through Month 36
Extension Year 3:	\$10,000,000.00	Month 37 through Month 48
Extension Year 4:	\$10,000,000.00	Month 49 through Month 60

The dollar limit of all the BPA holders in aggregate is \$50,000,000.00.

The BPAs shall be reviewed annually before the anniversary of their effective date and revised as necessary. The BPAs may be discontinued by either party upon thirty (30) days written notice.

Scope

The purpose of this BPA is to obtain a variety of non-personal, professional, administrative, and information technology mission support services to assist the Washington Headquarters Services (WHS), National Security Education Program Office (NSEPO), and potentially other Department of Defense offices supported by WHS Acquisition and Procurement Office. The contractor will provide a range of high quality professional, administrative, and information technology mission support services from subject matter experts experienced in working with DOD senior management, Congressional staffers, and other DOD and non-DOD agencies. (See the enclosed Performance Work Statement).

Obligation of Funds

Funds will be obligated on individual task orders placed against the BPAs. In accordance with FAR 16.702(c), no monetary obligation in the form of a minimum guarantee or otherwise will be made with the establishment of the BPAs.

Funds will only be obligated on individual orders against the established BPAs.

Authorized BPA Users

The principal user of the BPAs will be the Office of the National Security Education Program Office (NSEPO); however, the cognizant WHS A&PO Contracting Officer may amend the BPA for other users on a case-by-case basis.

BPA Administrator

The administrator for the BPAs will be:

Washington Headquarters Services Acquisition & Procurement Office 1700 N. Moore Street, Suite 1425 Arlington, VA 22209

Ordering

Ordering will be placed by the Washington Headquarters Services Acquisition & Procurement Office. The ordering Contracting Officer shall ensure compliance with all rules and regulations. Orders shall be received and accepted via hardcopy, facsimile or email.

When a task order is required, the Contracting Officer will issue a request for proposal from all BPA holders. The BPA holders shall submit their proposals to the Contracting Officer, who will evaluate all compliant proposals received and award the task order in accordance with the evaluation criteria established in the RFP. Each task order shall be binding on the Contractor when their proposal for the task order is accepted by the Government. If an order is less than \$100,000.00, the Contracting Officer may issue task orders on a sole source basis in accordance with DFARS 208.405-70. The agency may restrict competition or award non-competitively if the Contracting Officer determines that a) the requirement is sufficiently urgent; b) only one contractor is capable of providing the specialized services in the quality, quantity or time frame required; or c) the order should be issued in the interest of economy as a follow-on to an order already issued under the BPA.

Failure to reach agreement on the price for any task order for any order issued before the price is established will be considered to be a dispute under the Disputes clause.

Invoicing

The Contractor shall invoice monthly per BPA task order unless otherwise directed in the specific task order.

CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements	AUG 1996
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.216-28	Multiple Awards for Advisory and Assistance Services	OCT 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	FEB 2007
52.246-4	Inspection Of ServicesFixed Price	AUG 1996
52.246-6	InspectionTime-And-Material And Labor-Hour	MAY 2001
52.247-34	F.O.B. Destination	NOV 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.arnet.gov http://farsite.hill.af.mil

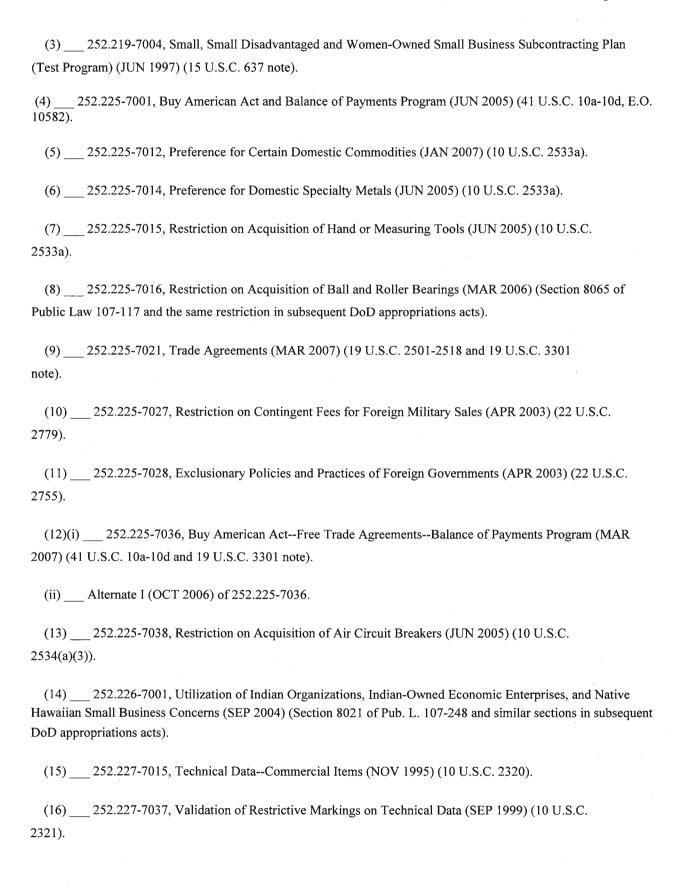
(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

x 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
- (1) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (2) ____ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).



(17) x 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227). (18) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375). (19) x 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410). (20)(i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631). (ii) Alternate I (MAR 2000) of 252.247-7023. (iii) Alternate II (MAR 2000) of 252.247-7023. (iv) Alternate III (MAY 2002) of 252.247-7023. (21) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631). (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract: (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a). (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375). (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631). (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

(End of clause)

- a. <u>Purpose</u>: The primary purpose of this clause is to aid in ensuring that:
 - (1) the Contractor's objectivity and judgment are not biased because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract;
 - (2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public Government information regarding the Government's program plans and actual or anticipated resources; and
 - (3) the Contractor does not obtain any unfair competitive advantage by virtue of its access to proprietary information belonging to others.

- b. <u>Scope</u>: The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. The term "proprietary information" for the purposes of this clause is any information considered to be so valuable by its owner that it is held in secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.
 - (1) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been lawfully released or otherwise made available to the public, (b) compete for work based on such information after the completion of this contract, (c) submit an unsolicited proposal to the Government which is based on such information after such information is released, or (d) release such information unless such information has previously been lawfully released or otherwise made available to the public by the Government.
 - (2) Access To and Protection of Propriety Information: The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. The Contractor will educate its employees regarding the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract except as provided herein.
- c. <u>Subcontracts</u>: The Contractor shall include this or substantially the same clause, including this paragraph, in consulting agreements and subcontracts of all tiers. The terms "Contract", "Contractor", and "Contracting Officer", will be appropriately modified to preserve the Government's rights.
- d. <u>Disclosures</u>: If the Contractor discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall be made on the OCI Analysis/ Disclosure Form provided as an Attachment to this contract, and shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

e. Remedies and Waiver:

(1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or the contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this contract for the convenience of the Government if such termination is deemed to be in the best interest of the Government.

<u>Modifications</u>: Prior to contract modification, when the Scope Of Work is changed to add new work or the period of performance is significantly increased, the Contracting Officer may require the Contractor to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation. (End of Clause)

IDENTIFICATION OF EMPLOYEES

All Contractor and subcontractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government officials. All documents or reports produced by the Contractor shall be marked as contractor products or otherwise indicate that contractor participation is disclosed. (End of Clause)

ADMINISTRATION & INVOICING

1. CONTRACTING OFFICER'S REPRESENTATIVE

- (a) The Contracting Officer's Representative (COR) will be identified in each individual task order.
- (b) The Contractor is advised that only the Contracting Officer can change or modify the BPA terms or take any other action which obligates the Government on any task order. The authority of the COR for each task order 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 COR will approve and coordinate all Contractor visits to a sponsor's agency and other DoD agencies necessary for performance under each order. All security visit requests shall be submitted to the COR for approval.

BPA MANAGEMENT

Notwithstanding the Contractor's responsibility for total management during the performance of this BPA, the administration of the BPA 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 BPA:

- (a) CONTRACTING OFFICER. All BPA administration will be effected by the Contracting Officer. Communications pertaining to the contract administration will be addressed to the Contracting Officer. No changes to the performance work statement are authorized without a written modification to the BPA executed by the Contracting Officer.
- (b) CONTRACTING OFFICER'S REPRESENTATIVE. A Contracting Officer's Representative (COR) monitors all technical aspects of the contract and assists in task order administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the task order; perform inspections necessary in connection with performance under each task order, 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 COR 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 COR is not authorized to re-delegate his/her authority.
- (3) The COR 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.

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2. INVOICING INSTRUCTIONS

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 contractor is required to utilize this system when submitting invoices and receiving reports for orders issued under this BPA. Unless specifically directed in a task order issued under the BPA, the Contractor shall follow the invoicing instructions below.

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 the https://wawf.eb.mil, within ten (10) days after award of the BPA or modification incorporating WAWF-RA into the BPA. Step by step procedures to register are available at the https://wawf.eb.mil

The WHS WAWF-RA point of contact for this contract is Patricia C. Ashley and can be reached at 703-588-1127 or email: patricia.ashley@whs.mil. The contractor is directed to use the "2 in 1" format when submitting invoices and receiving reports.

When entering the invoice into WAWF-RA enter in the following fields these DoDAAC or DoDAAC extensions:

In some situations WAWF-RA system will pre-populate the "Issue By DoDAAC", Admin DoDAAC" and "Payment DoDAAC". Contractor shall verify these DoDAACs automatically entered 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).

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 patricia.ashley@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 the appropriate persons are aware that the invoice documents have been submitted into the WAWF-RA system.

[&]quot;Issue by DoDAAC" field enter HQ0034

[&]quot;Admin DoDAAC" field enter HQ0034

[&]quot;Payment DoDAAC" field enter HQ0339

[&]quot;Ship to Code/ EXT" field enter HQ0034 and OSDTM4 in the extension field

[&]quot;Inspect By DoDAAC/ EXT" fields enter To be determined at the task order level

[&]quot;LPO DoDAAC/ EXT" fields - "Leave blank"

PERFORMANCE WORK STATEMENT For MISSION SUPPORT SERVICES NATIONAL SECURITY EDUCATION PROGRAM (NSEP)

1.0 BACKGROUND

This Performance Work Statement (PWS) for the Blanket Purchase Agreement (BPA) provides for a broad range of non-personal, professional, administrative, and information technology mission support services to the Washington Headquarters Services (WHS), National Security Education Program Office (NSEPO), and potentially other Department of Defense offices supported by WHS Acquisition and Procurement Office. The objective of this contract action is to acquire, through award of multiple award Blanket Purchase Agreement (BPA), with firm-fixed price and time and material task orders, for professional and executive-level mission support services, primarily for the National Security. The National Security Education Program (NSEP) within the U.S. Department of Defense (DOD) is authorized under the David L. Boren National Security Education Act of 1991 (NSEA), as amended (Section 1901-1910, Section 50, U.S. Code). The purpose of NSEP is to enhance the national security of the U.S. by increasing our national capacity to deal effectively with foreign cultures and languages. This purpose is realized through five distinct initiatives:

- David L. Boren Scholarships
- David L. Boren Fellowships
- The Language Flagship
- English for Heritage Language Speakers
- National Language Service Corps

Since 1994, NSEP has awarded scholarships, fellowships, and grants to higher educational institutions that augment the capacity of U.S. citizens to communicate in a language critical to national security and in the context of a particular culture and professional field. Administration of NSEP scholarship, fellowship and grant programs are overseen by internationally renowned nonprofit organizations, which work closely with the NSEP Office on administration of the scholarship and fellowship awards and grants.

2.0 WORK ENVIRONMENT

Office setting that includes sedentary physical effort. However, may include lifting of weight up to thirty (30) pounds as necessary.

3.0 OBJECTIVES

To provide professional, administrative, and information technology mission support services as defined below to the NSEPO. Work may consist of services for, but not be limited to professional, technical, and various executive-level office administration and correspondence control support.

4.0 SCOPE

The contractor shall provide both on-site and off-site support for routine and unforeseen events and requirements as directed by the contracting authority. The number, type, and essential skills for contractor personnel shall be dictated by the nature of the tasks in each task order. Task requirements will be in support of the missions and functions of the NSEPO but may, as needed, also include support for other offices under the Secretary of Defense. The Contractor shall provide personnel during normal operations and during surge or special situations to accomplish the tasks specified in this document. The Contractor shall provide services to perform the work set forth below.

5.0 GENERAL INFORMATION:

- a. Quality Control (QC): The contractor shall develop and maintain an effective Quality control program to ensure services are performed in accordance with the Performance Work Statement (PWS) and Task Order Work Statement (TWS). The contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. The contractor's quality control program is the means by which it assures itself that its work complies with the requirement(s) of the BPAs and each individual task order.
- b. Hours of Operation/Place of Performance: Contractor personnel are expected to conform to normal operating hours. The normal duty hours are 0830 through 1700 hours, Monday through Friday, except Federal holidays, or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. Alternate Work Schedule (AWS) may be made available to the Contractor dependent on the requirements and policies of the respective office supported. The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS when the government facility is not closed.
- c. Recognized Holidays: The contractor is not required to provide services on the following days:

New Year's Day
Martin Luther King Jr. Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Control
To Contro

Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

- d. Security Requirements: Generally, contractor personnel will not be required to have a security clearance. However, any specific security requirements will be stated at the Task Order level.
- e. Identification of Contractor Employees: All contractor personnel performing work under this contract shall conspicuously display on their person a contractor furnished photo identification badge while on duty, as well as a government issued photo identification badge or badges as appropriate. Badges shall display, at a minimum, the employee's full name and the legal name under which the Contractor is doing business. Contractor personnel shall wear their badges while attending meetings and will identify themselves as contractor employees, stating their name and their company's name.
- f. Privacy Act: Contractor(s) personnel may have access to information subject to the Privacy Act in the performance of this task. All assigned employees shall comply with all the requirements of the Privacy Act. Contractor(s) are responsible for providing all its personnel working on this contract Privacy Act training. Certificates of training shall be sent to the Contracting Officer Representative (COR) upon completion of training.
- g. Organizational Conflict of Interest & Non-disclosure Statements: All Contractor personnel are required to complete and sign organizational conflict of interest and non-disclosure statements as a part of in processing. Contractor(s) will provide a copy of all signed statements to the COR, who will forward them to the Security Manager at the time the employee reports to duty.
- h. Key Personnel: The contractor shall designate a working-level on-site Program Manager who, in addition to performing routine, daily duties at the task order level, shall be responsible for the oversight, assignment, attendance and performance of contractor personnel, as well as any other appropriate supervision tasks at both the task order level and the overall Basic Purchasing Agreement. The name of this person and an alternate, who shall act for the contractor when the manager is absent, shall be designated in writing to the Contracting Officer (CO) and the COR in the offeror's proposal. The Program Manager or alternate shall

have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contractor's proposal shall describe the authority vested in this person, as well as the methods whereby the Program Manager intends to manage contractor employees, assignments and quality of work, and how the Program Manager will communicate with his firm, the COR, and/or assigned Government task managers. The Program Manager shall track and record time and attendance for all personnel working under this contract, consistent with his firm's time, attendance and accounting practices.

i. Post Award Conference/ Periodic Progress Meetings: Post Award Conference/Monthly Progress Meetings: The contractor shall attend any post award conference convened by the Contracting Officer in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer or Contracting Officer's Representative (COR), and other Government personnel as appropriate, will meet monthly with the contractor to review progress on any active Task Orders. The agenda for these meetings will include contractor activities for the prior month, scheduled contractor activities for the current and next month, problems encountered or anticipated and actions taken or recommendations for improvement.

6.0 REQUIREMENTS

The contractor shall support the various organizations within the NSEPO with the below specific services that may vary depending on NSEPO needs. The persons provided should be able to interpret, understand, and abide by published standard operating procedures and various Government rules and regulations in order to perform the work. Contractor should understand the structure of the National Security Education Program, the Department of Defense and the US Federal Government. At a minimum, the contractor must be capable in Microsoft Office suite (Word, Excel, Access, and PowerPoint).

6.1 Professional Support Services

- 6.1.1 Provide on-site senior executive level subject-mattered expertise to advise, guide, counsel, and assist in work related expertise to fulfill the NSEP service requirements and general support in program administration.
- Work closely with the Director and Deputy Director to develop and implement on-going plans to actively promote federal employment for NSEP award recipients.
- 6.1.3 Be responsive to policy oversight provided by the Director and Deputy Director, NSEP.
- 6.1.4 Execute a plan that builds and expands on already successful efforts to more actively place NSEP award recipients in positions throughout the federal national security community.
- 6.1.5 Be familiar with and prepared to implement NSEP efforts to work with key federal agencies that have responsibilities involving U.S. National Security to assist in the development of language and cultural skills requirements and the facilitation of hiring NSEP graduates to address these requirements.
- 6.1.6 Work with the *NSEPnet* online database to refine and improve upon methods to identify federal positions for NSEP award recipients and to insure that federal HR personnel actively employ the *NSEPnet* information and other NSEP databases in their best hiring practices.
- 6.1.7 Must have identifiable and extensive experience working in programs required by the NSEP mission and must demonstrate extensive familiarity with all NSEP ongoing programs (there is extensive information available on the internet as well as in annual reports to Congress).
- 6.1.8 Work with high-level civilian and military leaders, including those at Cabinet level as

- well as Under Secretary, Assistant Secretary and their military equivalents.
- 6.1.9 At a minimum, the contractor personnel must be capable in Microsoft Office suite (Word, Excel, Access, and PowerPoint).

6.2 General Administrative, Secretarial and Clerical Support Services

- 6.2.1 Coordinate with other office staff and leadership within NSEPO and the Department of Defense, and outside organizations within and outside the Federal Government.
- 6.2.2 Establish and promulgate NSEP policies and programs involving employment opportunities in the federal government for NSEP's award recipients.
- 6.2.3 Work with the Director and Deputy Director, NSEP to implement service requirement related activities and to identify and implement new program opportunities for NSEP award recipients.
- 6.2.4 Exhibit substantial knowledge of ongoing NSEP programs, including its scholarship and fellowship programs and The Language Flagship.
- 6.2.5 Possess a strong knowledge of federal government human resource best practices.
- 6.2.6 Exhibit substantial knowledge about organizations that comprise the national security community.
- 6.2.7 Extensive experience with computers, computer operations, applications used in the development and operation of the NSEPnet web site(s), as well as experience with Human Resource operations, regulations, and applications, particularly in the Department of Defense, State, Homeland Security, and the sixteen (16) components of the Intelligence Community.
- 6.2.8 Monitor all NSEP office activities, develop and maintain schedules and workload plans for the office, assist in responding to requirements and taskings from NSEP's parent organization (the Office of the Under Secretary of Defense, Personnel and Readiness), support the coordination of legislative program requirements such as board meetings and annual reports, assist in NSEP organizational transitions, maintain records and files, and assisting in program related correspondence.
- 6.2.9 Assist in mission-related activities and other related duties, such as coordinating travel for the Director and Deputy Director as well as travel for the NSEP Advisory Group, Board and other VIPs.
- 6.2.10 Prepare correspondence and reports, maintain calendar of events, schedule appointments, and make travel arrangements.
- 6.2.11 Provide full-cycle contracting support to the NSEP Office and the NSEP Contracts Team as they seek to fulfill program goals and requirements.
- 6.2.12 Assist Federal Contracting Officers Representatives (CORs) prepare requests for proposals and assist in all tasks associated with administering contracts, including but not limited to, helping draft statements of work, developing government cost estimates and budgets, tracking receipt and acceptance of deliverables, processing contractor invoices for payment, maintaining contract records and files, managing correspondence, developing schedules and workload plans for all contracts, assisting in the process of

- modifying contracts including exercising options.
- 6.2.13 Provide data entry into the NSEP service database (Microsoft Access), maintaining NSEP service files, and producing reports from the NSEP service database.
- 6.2.14 Familiarize and educate the federal agencies and offices with the NSEP service requirements and the qualifications of NSEP award recipients and structure and manage interactions with all NSEP award recipients who are currently active or planning to be active in seeking employment in the federal and national security community.
- 6.2.15 At a minimum, the contractor personnel must be capable in Microsoft Office suite (Word, Excel, Access, and PowerPoint).

6.3 Grants Management Database Support Services

- 6.3.1 Transfer existing NSEP-owned database and server to future locations.
- 6.3.2 Upgrade and improve annual, final and site visit report procedures and templates.
- 6.3.3 Modify and/or create templates that query and present data in HTML format or that can be downloaded into MA Excel, MS Word, or PDF format.
- 6.3.4 Work with Ohio State University's Flagship Center director, as well as other designated Flagship Center directors, to adapt functionalities of the existing system in order to create a robust, state-of-the-art data reporting system that tracks student performance and other student information for all Flagship institutions.
- 6.3.5 Adapt the existing Student Questionnaire Template on the *NSEP Database* to create up to two separate on-line student questionnaires for students who have studied with NSEP support.
- 6.3.6 Modify the existing database to develop a Flagship Contacts database that interfaces with the existing functionality of the "send broadcast email" and "generate mailing lists" options under heading "publicity and surveys" of the existing database.
- 6.3.7 Develop in consultation with NSEP staff a new design for the database homepage to include limited text on how to use the database and simple search functions.
- 6.3.8 Update text as needed to reflect the changes and developments to the database to date.
- 6.3.9 Develop, in consultation with NSEP staff, a new design for the database homepage to include limited text on how to use the database and simple search functions.
- 6.3.10 Revise maintenance plan and maintain regular procedures for database maintenance.
- 6.3.11 Assure that all appropriate software licenses are purchased and applied.

6.4 Information Technology Support Services

- 6.4.1 Provide all labor, supervision, tools and materials (including manuals and schematics), parts, equipment, and transportation necessary to perform the tasks including manning the trouble help desk.
- 6.4.2 Upgrade and maintain the NSEPnet website and online database.

- 6.4.3 Design and implement automated processes that will streamline the transfer of data into a core database, enable updating of data in the core database, and allow attaching electronic documents in each awardees' individual electronic files in the database.
- 6.4.4 Design, develop, and implement automated systems that notify involved parties of changes to the core database and of the transfer of documents between NSEPO and awardees.
- 6.4.5 Design, develop, and implement a user-generated query/report function for the core database that operates similar to or improves upon what is available with *Access*.
- 6.4.6 Host and maintain the web-based interface of *NSEPnet* and up to two (2) additional NSEP related sites requiring similar levels of data protection.
- 6.4.7 Host and maintain NSEP.gov and additional NSEP related sites that do not require the security protection of *NSEPnet*.
- 6.4.8 Develop website tracking system in collaboration with NSEP needs, which includes: purchase, install, integrate and test third-party website tracking software; develop reports functions; and provide monthly reports, analysis, and recommendations, based on the results of site usage.
- 6.4.9 Provide personnel experienced and qualified to perform the required services in accordance with OEM practices and standards.

7.0 ADMINISTRATIVE CONDITIONS

- 7.1 The Government will provide all business related facilities, supplies, and services necessary to accomplish tasks when the contractor is working at Government facilities. The Government will provide access to all available technical manuals and documentation as requested.
- 7.2 Normal work hours will be 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding Government Holidays.
- 7.3 The contractor's program manager shall notify the Task Monitor when contractor staff is on extended planned absences or away from the area. The contractor should be prepared on short notice to provide a suitable substitute for employees who are going to be out of the office for more than one day.
- 7.4 The COR and task Monitor will provide technical assistance and clarification, if required, for the performance of tasks.

8.0 DELIVERABLES

- 8.1 The contractor shall submit to the COR a monthly activities report. The report should include a narrative review of work accomplished and any anticipated problems or deviations.
- 8.2 The deliverables shall be submitted to the COR by the fifth business day following the end of each month. The Government reserves the right to modify the delivery schedule below to reflect changes in the Government's requirements.
- 8.3 Unless otherwise noted, the Government will have five business days to complete the review of deliverables. The task monitor shall have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the contractor's accepted proposal.

9.0 GOVERNMENT FURNISHED EQUIPMENT AND GOVERNMENT FURNISHED INFORMATION

- 9.1 The Government will provide all hardware, computer terminals, personal computers, operations manuals, instructions, and documentation, necessary to accomplish tasks when the contractor is working at Government facilities.
- 9.2 The Government will provide access to the NIPRNet and SIPRNet and classified storage as required.
- 9.3 The Government will also provide access to facsimile equipment, copy machines, and telephones to permit conduct of normal operations.

10.0 SECURITY

- 10.1 The contractor shall safeguard all information in accordance with the Privacy Act of 1974.
- 10.2 The contractor shall be responsible to sign a non-disclosure statement for retention by the Government to ensure awareness of the provisions of the Privacy Act, including penalties for willful disclosure.
- 10.3 Identification badges, decals, and passwords will be provided by the Government.
- 10.4 The contractor shall safeguard all US Government information gathered in the performance of assigned duties in accordance with the Privacy Act of 1974. The Contractor shall be required to sign a non-disclosure statement for retention by the Government so they are aware of the provisions of the Privacy Act, including penalties for willful disclosure.
- 10.5 The contractor shall be responsible for keys provided to the contractor by the Government. Contractor shall not duplicate keys personnel, nor allow them to be used by unauthorized contractor personnel. The contractor shall develop and implement procedures to ensure that the keys issues to the contractor by the Government are safeguarded. The contractor shall report any occurrence of misplaced keys to the Installation Representative and/or Task Monitor within 24 hours after discovery of occurrence. In the event a key is misplaced or lost, all locks and keys for the Government will be replaced for that system.

11.0 PLACE OF PERFORMANCE

Place of performance will be primarily within the National Security Education Program offices, and contractor's facility, but could be through out other Government facilities in the Washington, D.C. areas as required.

12.0 SECTION 508 COMPLIANCE

Section 508 of the Rehabilitation Act requires Federal agencies to make their electronic and information technology accessible to people with disabilities. This applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. All electronic and information technology (EIT) procured through this task order must meet the applicable accessibility standards specified in 36CFR1194.2, unless an agency exception to this requirement exists. Any agency exceptions applicable to this task order are listed below. The standards define Electronic and Information Technology, in part, as "any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. The standards define the type of technology covered and set forth provisions that establish a minimum level of accessibility. The application section of the standards (1194.2) outlines the scope and coverage of the standards. The standards cover the full range of electronic and information technologies in the Federal sector, including those used for communication, duplication, computing, storage, presentation, control, transport, and production. This includes computers, software, networks, peripherals, and other types of electronic office equipment.

13.0 TRAVEL

It is not anticipated that performance under this BPA will require travel. However, all travel will be at the request of the government via the COR under specific task orders issued. Reimbursement for travel in conjunction with the performance of a task order under this BPA will be in accordance with the Federal Joint Travel Regulations.

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2007)

- (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. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. 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.

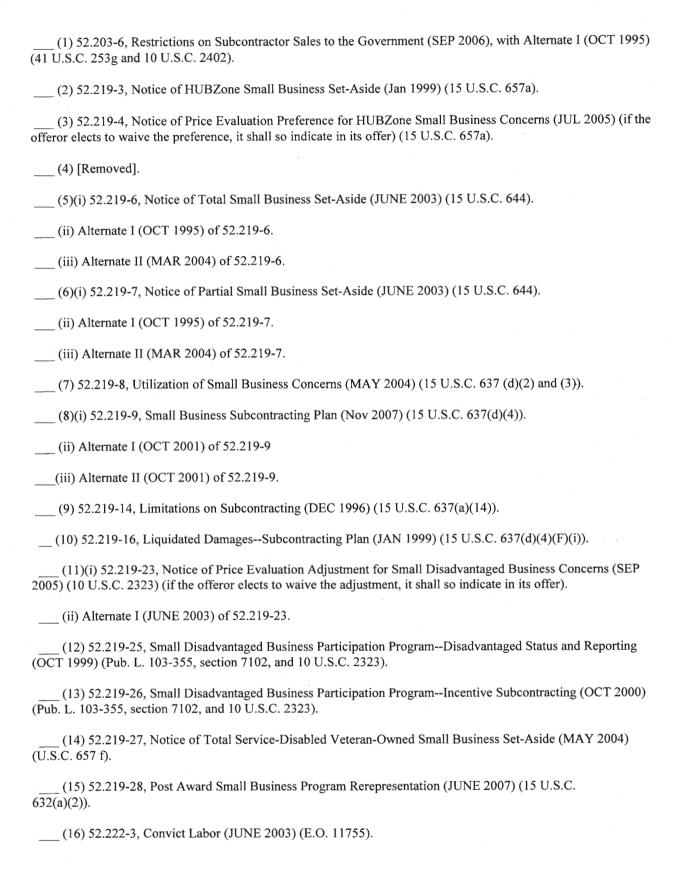
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of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

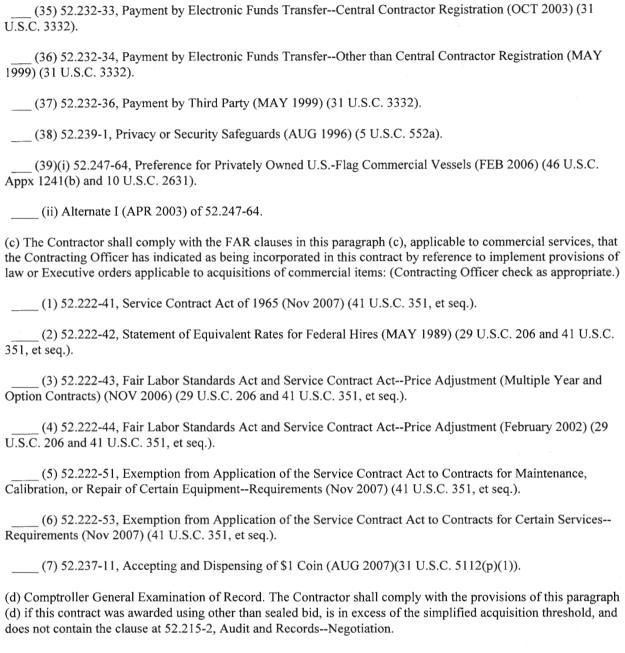
(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2007)

- (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.)



(17) 52.222-19, Child LaborCooperation with Authorities and Remedies (AUG 2007) (E.O. 13126).
(18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
(19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
(20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
(21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
(22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
(23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
(ii) Alternate I (AUG 2007) of 52.222-50.
(25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUC 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)).
(26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)
(27) 52.225-1, Buy American ActSupplies (JUNE 2003) (41 U.S.C. 10a-10d).
(28)(i) 52.225-3, Buy American ActFree Trade AgreementsIsraeli Trade Act (AUG 2007) (41 U.S.C. 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
(ii) Alternate I (JAN 2004) of 52.225-3.
(iii) Alternate II (JAN 2004) of 52.225-3.
(29) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
(30) 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).
(31) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
(32) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
(33) 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)).
(34) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).



- (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 \$550,000 (\$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 (MAR 2007) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (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 (Nov 2007) (41 U.S.C. 351, et seq.).
- (vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
- (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary

of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

(End of clause)

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar 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 <u>60</u> months.

 (End of clause)

TECHNICAL PROPOSAL

Technical Proposal Management Approach (BPA)

1.0 BACKGROUND

Integrated Training Solutions, Inc (ITS), a certified small business of less than \$6.5M with NAICS code: 541611, is pleased to submit this proposal in response to WHS Acquisition & Procurement Office's Solicitation Number HQ0034-08-R-1012, dated 9 November 2007. This proposal describes the ITS Team and our management plan for providing services in support of the Department of Defense National Security Education Program (NSEP) to enhance the national security of the U.S. by increasing our national capacity to deal effectively with foreign cultures and languages. This purpose is realized through initiatives that include: David L. Boren Scholarships, David L. Boren Fellowships, The Language Flagship (TLF), English for Heritage Language Speakers (EHLS) and the National Language Service Corps (NLSC).

Our proposal builds on five successful years of continuous ITS support for NSEPO programs. This support includes continuous on-site staff support, research and studies as well as the proof of principle and prototype for the National Language Service Corps. Volume II, Past Performance, provides additional information of ITS support for the NSEPO. The core competencies of ITS and its Team members are described below.

ITS Team Member	Core Competency
Integrated Training Solutions	On-site staff support; Program management; Project Team integration; Strategic planning, Heritage language development, Language recruiting; NSEP policies and programs; COTS/GOTs testing; Language and cultural requirements; Research, analysis and evaluation for language, culture, and national security issues; Advising clients on locating and certifying personnel COTS and GOTS testing and certification processes; Best business practices; Technology applications; Life Long Learning; NLSC.
(b)(4)	NSEPnet database and information technology support services
(b)(4)	Branding, marketing and advertising; technology applications and best business practices in private sectors; NLSC
(b)(4)	Language testing and certification; NLSC
(b)(4)	Information technology; databases; NLSC

(b)(4)	Strategic planning for language and national security; advanced program development in language; policy and program evaluation
(b)(4)	DoD language requirements; proficiency testing
(b)(4)	Chinese Language Programs, ALPPS, Flagship Director
(b)(4)	Language business processes, best practices, and applications in private sector
(b)(4)	Survey design, sampling design, demographics of foreign language in the US, large scale statistical analysis
(b)(4)	Government personnel issues; human resources; OPM policies and procedures; joint & combatant commands, military services; NLSC
(b)(4)	NSEP policies, programs & databases; federal government user agencies; NLSC

2.0 WORK ENVIRONMENT

ITS will provide required support in office setting that includes sedentary physical effort, including lifting of weight up to thirty (30) pounds as necessary.

3.0 OBJECTIVES

The objectives of this work are to provide professional, administrative, and information technology mission support services to the NSEPO. The work being performed may consist of services for, but is not be limited to professional, technical, and various executive-level office administration and correspondence control support.

4.0 SCOPE

The scope for the work includes on-site and off-site support for routine and unforeseen events and requirements as directed by the contracting authority with the number, type, and essential skills for personnel dictated by the nature of the tasks in each task order. In addition to NSEPO, the work may also include support for other offices of the Secretary of Defense. The ITS Team is prepared to provide personnel during normal operations and during surge or special situations to accomplish the tasks specified in this document.

5.0 GENERAL INFORMATION

- **5.1** Quality Control: ITS maintains a quality control program to ensure services are performed in accordance with the Performance Work Statement (PWS) and Task Order Work Statement (TWS), and to identify, prevent and ensure non-recurrence of defective services. Section 6.5.2 below describes our plan for ensuring the quality of deliverables complies with the BPA and individual task orders.
- **5.2** Hours of Operation/Place of Performance and Recognized Holidays: ITS understands, accepts and is prepared to comply with the hours of operations, place of performance, and holidays set forth in RFP Sections 5.0.b, 5.0.c, 7.1 and 7.2.
- **Security Requirements**: ITS acknowledges security requirements in Sections 5.0.d and 10.0 of the RFP, and will comply with Task Order security requirements.
- 5.4 Identification of Contractor Employees: ITS understands, accepts and is prepared to comply with the conditions for the identification of contractor employees set forth in RFP Section 5.0.e.
- 5.5 Privacy Act: ITS understands, accepts and is prepared to comply with the conditions for the Privacy Act set forth in RFP Section 5.0.f.
- 5.6 Organizational Conflict of Interest & Non-disclosure Statements: ITS understands, accepts and is prepared to comply with the conditions for organizational conflict of interest & non-disclosure statements set forth in RFP Section 5.0.g.
- 5.7 Key Personnel: Reference RFP Section 5.0. h, Mr. Mark Edwards is proposed as the on-site working-level Program Manager (PM) with the full authority for managing day-to-day BPA activities. Mr. Edwards' relevant experience includes

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resume available on request). Ms. Carole A. Hawkins is proposed as the Alternate PM and authorized to act on behalf of ITS when Mr. Edwards is absent.

In addition to performing routine, daily duties at the task order level, Mr. Edwards is responsible for the oversight, assignment, attendance and performance of ITS personnel, as well as any other appropriate supervision tasks at both the task order level and the overall Blanket Purchase Agreement. The authority vested in the ITS PM includes acting on behalf of ITS on all contract matters relating to the daily operation of this contract. The authority includes being the designated first line supervisor, identifying and interviewing personnel being considered for hire, day-to-day personnel management; and annual evaluations in accordance with the personnel policies and procedures outlined in the ITS Employee Handbook. Key policies and procedures include ethics and conflict of interest training, information security and non-disclosure of confidential information.

Mr. Edwards will use in-person, written, e-mail, and telephonic means for communicating with ITS, the COR, and/or assigned Government task managers. This includes daily reports (as required), monthly reports and progress reports. He also will track and record time and attendance for personnel working under this contract in accordance with the time, attendance and accounting practices outlined in the ITS Policy and Procedures Manual and Employee Handbook.

5.8 Post Award Conference/ Periodic Progress Meetings: ITS understands, accepts and is prepared to comply with the conditions for post award conference and periodic progress meetings set forth in RFP Section 5.0.i. Section 6.5.3 below provides additional information of our approach for these meetings.

6.0 REQUIREMENTS (TECHNICAL)

This section describes our depth of personnel possessing the required current skill sets available for assignment to meet the requirements of multiple TWS expected under the BPA. It addresses services included in RFP Sections 6.1, 6.2, 6.3, and 6.4 and to assist the NSEPO to accomplish other requirements in the management evaluation criteria.

Task 6.1	Professional Support Services								
	Years of Experience	20	20	20	20				
	Skill Set								
6.1.1	Provide on-site senior executive level subject-mattered expertise	•	•	•					
6.1.2	Promote federal employment for NSEP award recipients	•	•	•	•				
6.1.3	Be responsive to NSEPO Dir and Deputy Dir policy oversight	•	•		•				
6.1.4	Place NSEP award recipients in federal job positions	•	•	•	•				
6.1.5	Implement NSEP work with key federal agencies	•	•	•	•				
	Experience working with OPM		•		•				
6.1.6	Work with NSEPnet online database	•	•	•					
6.1.7	NSEP mission & program experience	•	•	•	•				
6.1.8	Work with civilian & military leaders	•	•	•	•				
6.1.9	Capable in Microsoft Office suite	•	•	•	•				

Task 6.2	General Administrative, Secre	etarial and Cl	erical Suppor	rt Services	
	Years of Experience	14	10	2	4
	Skill Set				
6.2.1	Coordinate with NSEP office staff and leadership, & outside agencies	•	•	•	•
6.2.2	Establish & promulgate NSEP employment opportunities policies		•		
6.2.3	Implement service requirement activities		• ,		
	Identify & implement new opportunities	•	•		
6.2.4	Exhibit knowledge of ongoing NSEP programs	•	•	•	•
6.2.5	Knowledge of federal HR best practices	•	•		
6.2.6	Exhibit knowledge about national security organizations	. •	•		
6.2.7	Experience with NSEPnet web site(s) computers, computer operations, & applications	•	•		
	Experience with HR operations	•	•		
6.2.8	Perform NSEP office activities	•	•	•	•
6.2.9	Assist in mission-related activities & other related duties	•	•		
6.2.10	Perform NSEPO support activities	•	•		•
6.2.11	Provide full-cycle contracting support	•	•		•
6.2.12	Assist CORs	•	•	•	
6.2.13	Provide data entry	•	•		•
6.2.14	Familiarize & educate federal agencies/offices	•	•		

6.2.15	Capable in Microsoft Office suite	•	•	•	• .

Task 6.3	Grants Management Database Support Services							
	Years of Experience	22	15	7	13			
	Skill Set							
6.3.1	Transfer existing NSEP database & server	•			•			
6.3.2	Upgrade & improve report procedures and templates		•		•			
6.3.3	Modify and/or create templates		•		•			
6.3.4	Work with University Flagship Center Directors		•		•			
6.3.5	Adapt existing Student Questionnaire Template		•		•			
6.3.6	Modify existing database to a Flagship Contacts database	•		•	• ,			
6.3.7	Develop new design for the database homepage	•		•	•			
6.3.8	Update database text	•	•	•	•			
6.3.9	Same as 6.3.7	•		•	•			
6.3.10	Revise/update database procedures & maintenance	•	•		•			
6.3.11	Assure software licenses are purchased and applied	•			•			

Task 6.4	Information Techn	ology Suppo	rt Services		
	Years of Experience	22	13	7	18
	Skill Set				
6.4.1	Provide labor, supervision, tools & materials	•	•		•
6.4.2	Upgrade and maintain the NSEPnet website & online database	•	•	•	•
6.4.3	Streamline data transfer between dbs	•	•		•
6.4.4	Design, develop, & implement automated systems	•	•	•	•
6.4.5	Design, develop, & implement a user- generated query/report function	•	•	•	•
6.4.6	Host and maintain <i>NSEPnet</i> web-based interface	•	•	•	•
6.4.7	Host & maintain NSEP sites	•		•	•
6.4.8	Develop website tracking system		• .		•
6.4.9	Provide personnel	•	•		

NSEPO Mission Support with resource analysis & balanced risk	Support NSEPO's ability to support DoD	
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6.5 BPA Management Plan (Evaluation Factor 1)

6.5.1 BPA Workload and Task Management Plan

ITS anticipates two general categories of deliverables for this BPA: (1) on-site staff providing day-to-day support for NSEPO programs/activities and (2) research and analysis such as resource analysis and balanced risk for NSEPO mission support or support for the NSEPO's ability to support the DoD. The designated ITS PM and alternate PM, when appropriate, have the full authority for managing the day-to-day activities of this contract. These individuals will be supported by ITS officers, staff, and corporate capabilities, as needed. (b)(4) is the primary ITS corporate officer supporting the PM for Task Order Work Statements (TWS) requiring on-site staff support. (b)(1) is the primary ITS corporate officer supporting the PM for TWS with deliverables that include technologies, research and analysis. When appropriate, ITS may assign a Project Leader for technical research and analysis deliverables. The Project Leader coordinate activities and work through the ITS PM to provide the NSEPO a single point of contact for assigned TWS.

6.5.2 Quality of Deliverables The ITS program for ensuring the quality of products starts with a thorough understanding of the deliverable.

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Examples of internal ITS metrics for measuring and reporting task order progress include:

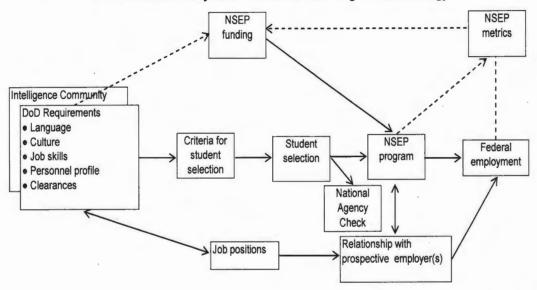
- Number of specifications met, not met, and the number of corrective actions required and underway for specification not being met.
- Number of deliverable schedule milestones met, not met, and the number of corrective actions required and underway for milestones not being met.
- Number of deliverable budget measurements met, not met, and the number of corrective actions required and underway for budget measurements not being met.

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6.5.3 Technical App	oroach ITS is responsible, as Prime Contractor, to the Government for delivering products
(b)(A)	This responsibility includes managing and integrating the work of
	eliverables to the same standards. Our technical approach for fulfilling this responsibility inderstanding of the deliverable(s),
starts with a morough un	,
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	oject team members are chosen for their demonstrated skills and experience for completing ach element of the WBS is assigned to a team member who is responsible to the Project
	ne work. The Project Leader monitors and reports work progress to the ITS PM.
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mi 4 1 1 1	described a large in interest of interest of interest of the Covernment for
The technical approach	described above is integrated into a project plan and presented to the Government for ation as needed at the project kick-off meeting. ITS is flexible and is prepared to include
approval and/or modific	
additional Team membe	rs for task orders that include requirements that cannot be performed by our Team. These
additional Team membe additional members will	
additional Team membe additional members will in response sole source a	rs for task orders that include requirements that cannot be performed by our Team. These be included in proposal responses to competitive task order solicitations and as "candidates"
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6.5.5 NSEPO Mission Support ITS proposes the methodology illustrated below as the basis for assisting NSEPO promote its mission through the application of resource analysis and a balanced risk program. The methodology is driven by User requirements which can be expected to change in response to operational needs and the NSEPO must work with its customers to update them on a regular basis.

NSEP Resource Analysis and Balanced Risk Program Methodology



The requirements provide a baseline for student selection criteria that are closely aligned with needs of NSEP customers. The use of requirement based selection criteria facilitates filling of gaps and establishing relationships between NSEP students and prospective employers, even during the student participation in NSEP supported studies. The requirements also support establishing and gaining approval for job positions into which NSEP affiliates can be programmed and work toward to build a relationship with the prospective employer. There also is a need for template Position Descriptions for use by prospective employers for establishing and gaining approval for job positions. The methodology includes NSEP students receiving a National Agency Check (NAC) that is maintained on file and made available to prospective NSEP employers as a step for addressing security clearance issues frustrating the hiring of NSEP graduates. In the methodology, the NSEPO actively facilitates a relationship between NSEP students and prospective federal employers. These relationships and successful transition of the student into a job position is a major step in the long term sustainment and success of the overall program. The *use of the program* by federal stakeholders is proposed as an overarching metric for measuring and reporting NSEP mission support success.

6.5.6 National Security Initiatives and Contributions ITS proposes an initial set of initiatives described below for enhancing NSEPO's ability to support DoD, other initiatives may be pursued as appropriate.

- 6.5.6.1 Increasing the National Capacity to deal effectively with foreign cultures and languages ITS proposes to support the NSEPO to form and lead a Blue Ribbon Panel of foreign language and national security experts from academia, private, and public sectors, including personnel such as those listed in Section 1.0 as well as TLF Program Directors, to develop a comprehensive strategy for this task. This strategy will build on current NSEP activities and integrate with the National Security Language Initiative, the Defense Language Transformation Roadmap, and other stakeholder plans for improving the U.S. language capacity. The concept for developing the strategy includes a series of interactive simulations to explore alternatives and discover solutions.
- **6.5.6.2** Information Technology (IT) Program ITS proposes to develop a comprehensive, coherent IT Infrastructure Management Strategic Plan to integrate grants management, learner assessment, and student placement functions across NSEP programs, including EHLS, TLF, the Boren Scholars/Fellows program, and the NLSC. The development of the plan includes proof of principle, prototype, and operational implementation. The strategic plan leverages individual NSEPO program elements, such as the ALPPS, for use in other NSEP programs to ensure program interoperability in meeting NSEPO and DoD goals.
- 6.5.6.3 Augmenting U.S. citizens capacity to communicate in a language critical to national security and in the context of a particular culture and professional field ITS proposes to include this requirement for examination by the Blue Ribbon Panel described in Section 6.5.6.1 above.
- **6.5.6.4** Institutionalizing NSEP methodology We propose to institutionalize the NSEP Resource Analysis and Balanced Risk Program Methodology for measuring the return on investment and as the process for ensuring NSEP affiliates are successful in identifying opportunities for federal employment, with emphasis on the DoD. The methodology supports the overall success of NSEP by being User friendly, relevant to customer requirements, and improving the ability of NSEP to place a significant number of award recipients in jobs within the DoD.
- **6.5.6.5 Knowledge of NSEP and its capabilities** ITS proposes a marketing program to increase the knowledge of NSEP capabilities across the DoD. The marketing program builds on NSEP Branding and Positioning with activities to make the military services and combatant commands aware of how NSEPO programs support needs.

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- **6.5.6.7** Establish and Build Relationships We propose activities to build relationships that include an intern program for NSEP scholars and fellows. The return on investment of a well designed and structured intern program include providing the NSEP affiliate with early work experience in the federal system, assisting them to more easily enter the federal workforce, and promoting long term career opportunities.
- **6.5.6.8** Security Clearances ITS proposes the NSEPO include a requirement that NSEP affiliates complete a NAC when they are accepted into the program. The NSEPO maintains the NAC on file and makes it available when students enter into a relationship with the prospective employer. The federal employer continues the process of obtaining a clearance as the relationship matures and/or the NSEP affiliate is hired.
- **6.5.6.9** Human Resources We propose to support a NSEPO activity for placing NSEP graduates in job positions by assisting DoD customers establish and gain approval of positions with language requirements. This support includes a template as a starting point for hiring. It also includes assisting DoD customers to use existing programs for hiring NSEP affiliates without the existence of approved billets, using programs such as Student Career Employment Program; Career Intern Program- STEP (Student Temporary Education Program); and the Presidential Management Fellows Program.
- **6.5.6.10** Action Plan ITS proposes to integrate these and other activities into a NSEPO DoD Support Action Plan. This Action Plan becomes a "template" that can be provided to Combatant Commands and military services for employing NSEP affiliates.

6.5.10	Socio-economic Goal (b)(4)	
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- **7.0 ADMINISTRATIVE CONDITIONS** ITS understands and is prepared to comply with the administrative conditions of RFP Sections 7.0, 7.1, 7.2. 7.3 and 7.4.
- **8.0 DELIVERABLES** ITS understands, accepts and is prepared to comply with the deliverables set forth in RFP Sections 8.0, 8.1, 8.2 and 8.3.
- 9.0 GOVERNMENT FURNISHED EQUIPMENT AND GOVERNMENT FURNISHED INFORMATION ITS understands, accepts and is prepared to comply with the GFE and GFI set forth in RFP Sections 9.0, 9.1, 9.2 and 9.3.
- **10.0 SECURITY** ITS understands, accepts and is prepared to comply with the security measures set forth in RFP Sections 10.0, 10.1, 10.2, 10.3, 10.4 and 10.5.
- 11.0 PLACE OF PERFORMANCE: ITS understands, accepts and is prepared to comply with the Section set forth in RFP Section 11.0.
- **12.0 SECTION 508 COMPLIANCE:** ITS understands, accepts and is prepared to comply with compliance measures set forth in RFP Section 12.0.
- **13.0 TRAVEL** ITS understands, accepts and is prepared to comply with the conditions for travel set forth in RFP Section 13.0.
- 14.0 Clauses Incorporated by Reference: ITS understands and accepts the clauses and contract terms and conditions incorporated in the Government's solicitation.

Price Evaluation Factor 3 – Price (BPA)

1.0 Introduction

Integrated Training Solutions, Inc is pleased to submit this price proposal in support of our Volumes I and II submission to the Government's Solicitation Number HQ0034-08-R-1012. Integrated Training Solutions, Inc. understands that the Government desires to establish a Blanket Purchase Agreement (BPA) and issue task orders from the offers received in response to this solicitation. Integrated Training Solutions, Inc. further understands that, issuance by the Government of a task order in response to ITS' quotation does not establish a contract. The task order is an offer by the Government to all suppliers winning a BPA position to buy certain supplies or services upon specified terms and conditions. A contract is established when ITS accepts the Government's offer. ITS also understands that submission of offers in response to this solicitation will be binding should the Government select ITS for award without discussions, and to do so that we have included a signed SF 1449.

This proposal includes the assumptions for ITS pricing, the labor categories and fully loaded pricing for each labor category for the:

Base Year: Appendix A

Option Year 1: Appendix BOption Year 2: Appendix C

Option Year 3: Appendix D
 Option Year 4: Appendix E

The schedule of prospective labor categories provides labor rates for all proposed labor categories for the BPA, and discounts offered for specific categories, for each year of performance.

This volumeof our proposal also includes the signed SF 1449 at Appendix F.

2.0 Price Proposal Assumptions

The pricing in this proposal are based on the following assumptions:

BPA Task Orders will be firm fixed priced

- Delivery of domestic services is within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, and
- Washington, DC. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.
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- Discounts are included in the rate table and vary each labor category.
- Government payments are made within 30 days of invoices approval.
- Government furnishes facilities and equipment for on-site positions.

2.0 Employee Labor Categories

2.1 On-site / Off-site Pricing

ITS labor costs are provided as two price lists. On-site pricing represents labor pricing for individuals working in a government or government provided facility using government provided work tools and supplies. Off-site pricing represents labor pricing of all contractor supported workspace, work tools and supplies.

2.2 "Senior" Labor Category:

Categories labeled "Senior" are individuals who possess one or more advanced degrees and at least eight years experience in the labor category.

2.3 Staffing Mix:

Support staff such as for the NSEP offices and potentially other DoD offices supported by the WHS Acquisition and Procurement Office may include a mix of part time and full time personnel. If the customer desires, ITS is prepared propose to Task Order requirements with a mix of full time support staff and part time specialists in all labor categories offered working in both on-site and off-site locations.

The table below provides description of the labor categories listed in the cost matrix at Appendices A, B, C, D, and E. These appendices provide the Government information of the labor that we will be using for completing the work included in its Task Orders.

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Appendices:

A:

B:

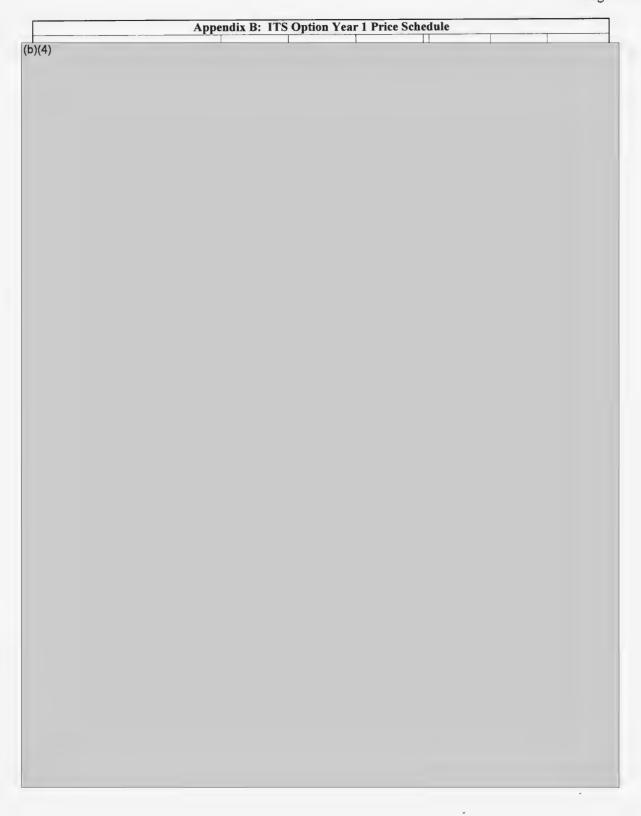
Base Year Price
Option Year 1 Price
Option Year 2 Price
Option Year 3 Price
Option Year 4
Signed SF 1449 C:

D:

E:

F:

	Appendix A: ITS BPA	Base Year Price Schedule	
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	Appendix C: ITS Option Year 2 Price Sched	ule
(A)	Appendix C: ITS Option Year 2 Price Sched	Loaded Hourly Rate (On-site)
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	Appendix D: ITS Option Year 3 Price Schedule Fully Loaded Hourly Rate (Off-site) Loaded Hourly Rate (On-site)
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	Appendix E: ITS Option Year 4 Price Schee	
	Fully Loaded Hourly Rate (Off-site)	Loaded Hourly Rate (On-site)
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17a.CONTRACTOR/OFFEROR INTEGRATED TRAINING SOLUTIONS, RAYMOND MORRIS 2805 LOWER MONCURE ROAD SANFORD NC 27330-7909	INC	CILITY DE	DI P.	FAS-CO/WE O. BOX 182 OLUMBUS (ST ENTIL	EMENT OPE	RATIONS	, . c	ODE HO	00339
17b. CHECK IF REMITTANCE IS SUCH ADDRESS IN OFFER			1	Bb. SUBMIT			S SHOWN IN B	LOCK 18a	UNLESS	BLOCK
	20. SCHEDU	LE OF SUPPLI				1. QUANTITY		23. UNIT	PRICE	24. AMOUNT
		SEE SCHEI	DULE							
25. ACCOUNTING AND APPROPRIAT See Schedule	ON DATA						26. TOTAL	AWARD AM	1	(b)(4)
27a. SOLICITATION INCORPORATE 27b. CONTRACT/PURCHASE ORI								DDENDA D	1	ARE NOT ATTACHED
28. CONTRACTOR IS REQUIRED TO X TO ISSUING OFFICE. CONTRACT SET FORTH OR OTHERWISE IDE SUBJECT TO THE TERMS AND CO	OR AGREES NTIFIED ABO ONDITIONS S	TO FURNISH A VE AND ON AN	ND DELIV		s	OFFER DATE (BLOCK 5), II	NCLUDING ANY	YOUR	S OR CHA	N SOLICITATION NGES WHICH ARE SEE SCHEDULE
30a. SIGNATURE OF OFFEROR/CO	NTRACTOR			31a UNITE	STATES OF	AMERICA (SIGNATURE OF CO	NTRACTING	OFFICER)	31c. DATE SIGNED
				·	atric	ia C.	arkley			10 <i>-J</i> an-2008
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	-	30c. DATES	SIGNED		Ashley / Co	CTING OFFICER	fficer/Team Le	OR PRINT) ade tricia.ash	ley@whs.π	nil

SOLICIT	'ATION/	CONTR	RACT/ORDEF	FOR	COMMERCI	AL ITE	vis					PA	GE 2 OF 12	
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32b. SIGNATUR		HORIZED	IACCEPTED, AN O GOVERNMENT	D CONF	32c. DATE		32d. PRIN	AS NOTED: TED NAME AND RESENTATIVE	TITLE	OF AUTHO	RIZED GOVE	RNMEN	T	
32e. MAILING	ADDRESS	OF AUTH	ORIZED GOVERN	MENT R	EPRESENTATIVE			PHONE NUMBER						
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38. S/R ACCOL			S/R VOUCHER N		40. PAID BY									
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						42b. REC	EIVED AT	(Location)	· .					
						42c. DAT	E REC'D (YY/MM/DD)	42d. 7	TOTAL CON	TAINERS	-		

Section SF 30 - BLOCK 14 CONTINUATION PAGE

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed <u>60 months</u>.
 (End of clause)

Section SF 1449 - CONTINUATION SHEET

ITEM NO 0001

SUPPLIES/SERVICES

QUANTITY 518

UNIT Hours UNIT PRICE (b)(4) _AMOUNT

BASE YEAR - IT Support Services

FFP

Mission Support Services under Section 6.4 in accordance with BPA PWS

(General Maintenance & Support for NSEPnet)

PURCHASE REQUEST NUMBER: H9126873260001000

NET AMT

(b)(4)

ACRN AA

(b)(4)

ITEM NO 0002

SUPPLIES/SERVICES

QUANTITY 2,000 UNIT Dollars,

UNIT PRICE \$1.00 AMOUNT \$2,000.00

U.S.

BASE YEAR - Travel

T&M

All travel requires approval by NSEP leadership. Copies of all receipts will be furnished to the COR. All travel for this call order must be in accordance with Joint Travel Federal Regulation (JTFR). Any travel not in compliance with the JTFR will be at the contractor's expence.

PURCHASE REQUEST NUMBER: H9126873260001000

TOT ESTIMATED PRICE

\$2,000.00

CEILING PRICE

ACRN AA

\$2,000.00

HQ0034-08-A-1003 0001 Page 5 of 12

ITEM NO 1001 SUPPLIES/SERVICES

QUANTITY 385 UNIT Hours UNIT PRICE (b)(4) AMOUNT (b)(4)

1001 OPTION

OPTION YEAR 1 - IT Support Services

FFP

Mission Support Services under Section 6.4 in accordance with BPA PWS

(General Maintenance & Support for NSEPnet)

NET AMT

(b)(4)

ITEM NO 1002 SUPPLIES/SERVICES

QUANTITY 2,000

UNIT Dollars, U.S. UNIT PRICE \$1.00 AMOUNT \$2,000.00

OPTION

OPTION YEAR 1 - Travel

T&M

All travel requires approval by NSEP leadership. Copies of all receipts will be furnished to the COR. All travel for this call order must be in accordance with Joint Travel Federal Regulation (JTFR). Any travel not in compliance with the

JTFR will be at the contractor's expence.

TOT ESTIMATED PRICE

\$2,000.00

CEILING PRICE

ITEM NO 2001 OPTION SUPPLIES/SERVICES

QUANTITY 385 UNIT Hours UNIT PRIC

AMOUNT (b)(4)

OPTION YEAR 2 - IT Support Services

FFP

Mission Support Services under Section 6.4 in accordance with BPA PWS

(General Maintenance & Support for NSEPnet)

NET AMT

(b)(4)

HQ0034-08-A-1003 0001 Page 6 of 12

\$2,000.00

UNIT PRICE **AMOUNT** SUPPLIES/SERVICES QUANTITY UNIT ITEM NO \$1.00 \$2,000.00 2,000 Dollars, 2002 U.S. OPTION OPTION YEAR 2 - Travel T&M All travel requires approval by NSEP leadership. Copies of all receipts will be furnished to the COR. All travel for this call order must be in accordance with Joint Travel Federal Regulation (JTFR). Any travel not in compliance with the JTFR will be at the contractor's expence. TOT ESTIMATED PRICE \$2,000.00 **CEILING PRICE** ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUN' (b)(4) 3001 385 Hours OPTION **OPTION YEAR 3 - IT Support Services** FFP Mission Support Services under Section 6.4 in accordance with BPA PWS (General Maintenance & Support for NSEPnet) (b)(4) **NET AMT** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE **AMOUNT** 3002 \$2,000.00 2,000 Dollars, \$1.00 U.S. OPTION OPTION YEAR 3 - Travel T&M All travel requires approval by NSEP leadership. Copies of all receipts will be furnished to the COR. All travel for this call order must be in accordance with Joint Travel Federal Regulation (JTFR). Any travel not in compliance with the JTFR will be at the contractor's expence.

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO

SUPPLIES/SERVICES

QUANTITY 385 UNIT Hours UNIT PRICE (b)(4)

AMOUN (b)(4)

4001 OPTION

OPTION YEAR 4 - IT Support Services

FFP

Mission Support Services under Section 6.4 in accordance with BPA PWS

(General Maintenance & Support for NSEPnet)

NET AMT

(b)(4)

ITEM NO

SUPPLIES/SERVICES

QUANTITY 2,000 UNIT Dollars, U.S. UNIT PRICE \$1.00 AMOUNT \$2,000.00

4002 OPTION

OPTION YEAR 4 - Travel

T&M

All travel requires approval by NSEP leadership. Copies of all receipts will be furnished to the COR. All travel for this call order must be in accordance with Joint Travel Federal Regulation (JTFR). Any travel not in compliance with the JTFR will be at the contractor's expence.

TOT ESTIMATED PRICE
CEILING PRICE

\$2,000.00

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
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government

4002 Destination

Government

Destination

Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 11-JAN-2008 TO 10-JAN-2009	N/A	NATIONAL SECURITY EDUCATION PROGRAM ROBERT O. SLATER 1101 WILSON BLVD SUITE 1210 ARLINGTON VA 22209-2248 703 696-5673 FOB: Destination	W74H1
0002	POP 11-JAN-2008 TO 10-JAN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W74H1
1001	POP 11-JAN-2009 TO 10-JAN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W74H1
1002	POP 11-JAN-2009 TO 10-JAN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W74H1
2001	POP 11-JAN-2010 TO 10-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W74H1
2002	POP 11-JAN-2010 TO 10-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W74H1
3001	POP 11-JAN-2011 TO 10-JAN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W74H1
3002	POP 11-JAN-2011 TO 10-JAN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W74H 1
4001	POP 11-JAN-2012 TO 10-JAN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W74H1
4002	POP 11-JAN-2012 TO 10-JAN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W74H1

ACCOUNTING AND APPROPRIATION DATA

AA: 97X8168.0100 128-6000 020000 252A XTA1CF S49092

AMOUNT: \$64,216.98

CIN H91268732600010000001: \$62,216.98 CIN H91268732600010000002: \$2,000.00

SOW

TASK WORK STATEMENT for **TASK ORDER 0001**MISSION SUPPORT SERVICES - NSEP

1.0 BACKGROUND

All recipients of NSEP awards incur a service obligation to the U.S. government. Although the specific terms of each service obligation have evolved over the life of the program, scholarship and fellowship recipients (awardees) must generally complete their obligation through employment in a federal agency or organization in a position with national security responsibilities. The NSEP Office (NSEPO) is responsible for overseeing and administering all aspects of the service requirement. Successful placement into federal service is a *sine qua non* of the NSEP effort. This office receives annual reports (Service Agreement Reports, or SARs) from approximately 2,000 active awardees currently documenting their progress toward completing their service obligation. Information from the SARs must be transferred into a database and decisions must be made with regard to requests for service credit, requests for service deferrals due to higher education pursuits, and requests for waivers from the service requirement. NSEPO is heavily engaged in guiding students through their search for federal employment through direct communication both with students and with federal agencies.

NSEP uses web- and non-web-based information technology to communicate its message and purpose to the general public; to recruit applicants for scholarships, fellowships and grants; to administer the federal service requirement; and to help connect Federal hiring officials with its award recipients seeking employment.

NSEP requires the expertise of information technology specialists to build upon the base of its operations and improve upon them.

2.0 SCOPE OF WORK

- 2.1 Contractor support should provide all labor, supervision, tools and materials (including manuals and schematics), parts, equipment, and transportation necessary to perform the Performance Statement of Work) including manning the trouble help desk.
- 2.2 The designated Contracting Officer Representative (COR) for this Task Order is Kevin Gormley. The authority
 - and responsibility for the COR is delegated in separate correspondence. The Contracting Officer (CO) shall furnish a copy of this delegation prior to the start date of this Contract.
- 2.3 Period of Performance and place of performance: The initial award shall be one base year with four option periods.
- 2.4 The place of performance shall be at the Contractor's facility.
- 2.5 Performance Evaluation. The government will prepare evaluation reports on the contractor's performance. The contractor is required to review and sign these reports.
- 2.6 Contractor support should provide support to the following critical functionalities to NSEP, which are:
 - 2.6.1 Contractor support should upgrade and maintain the *NSEPnet* website and online database.
 - 2.6.2 Contractor support should provide personnel experienced and qualified to perform the required services in accordance with OEM practices and standards.

3.0 GENERAL MAINTENANCE AND SUPPORT FOR NSEPNET.

- 3.1 Contractor support should host and maintain the web-based interface of *NSEP net* and up to two (2) additional NSEP related sites requiring similar levels of data protection:
- 3.2 Host NSEP web sites on a dedicated server located at the contractor's site using hardware and software provided by the incumbent contractor. This task will include, but not be limited to hosting the NSEPnet.org web site and database, both live and test sites (if needed).
- 3.3 Upgrade hardware and software and conduct non-emergency maintenance as required to maintain operations.
- 3.4 As official webmaster of *NSEPnet*, provide technical assistance to approved users of *NSEPnet* during East-coast business hours (9 am 5 pm, M-F).
- 3.5 Provide security reviews, preventive maintenance, back up, and recovery for NSEP web sites listed above, included any associated databases if applicable, that meets or exceed commercial standards.
- 3.6 Make web site and database changes
 - 3.6.1 Provide text updates within components of sites (e.g. General Announcements, Exclusive and General Job Opportunities on *NSEPnet*).
 - 3.6.2 Create up to **20** NSEP Office recommended aesthetic and functional web page changes throughout the funding period.
- 3.7 Retain the current functionality of NSEPnet until the new site and database is fully operational.
 - 3.7.1 Facilitating the transfer of NSEPnet software and data from the previous contractor, which includes the following components and functions
 - 3.7.2 Main Page provides password protected access to the pages listed below
 - 3.7.3 Awardees' Page
 - Individual Resumes
 - Job Search History
 - · Access to information and reporting functions
 - 3.7.4 Hiring Officials Page
 - Search function for resumes
 - 3.7.5 NSEP requires the expertise of information technology specialists to build upon the base of its operations and improve upon them.
 - Search Job Search History
 - Email forwarding a list-serve function for different subsets in the database
 - · Reporting functions on Hiring Officials use and web tracking
 - 3.7.6 Webmaster
 - Initiation of new records for awardees (name and last 4 of SSN)
 - · Troubleshooting assistance to awardees users
 - Quarterly update of information as requested by NSEP
- 3.7.7 Integrate these functions into the new site and core database
- 3.8 Detail monthly report to the Contracting Officer Representative.

Deliverables:

Deliverable 3.1-3.6—Provide all equipment and services as described above

¹ The NSEPnet database contains confidential information of NSEP award recipients. Access to this server and associated data shall be restricted according to Department of Defense regulations.

<u>Deliverable 3.7</u>—Summarize Activities (Due once per month for entire period of contract). May be combined with other deliverable reports.

Deliverable.	Service Begin	NSEP Review	Frequency	Final Due
Hosting and Maintenance of NSEPnet	To design	und Geber – En		
Tasks 3.1 – 3.4 Hosting <i>NSEPnet</i> and other password protected sites	Day 1			End of Base Year/Option Year
Task 3.5. NSEPnet Changes	Day 1		As requested	End of Base Year/Option Year
Task 3.6 Host current iteration of NSEPnet	Day 1			Day 120
Task 3.7 Monthly Report	Day 30	Monthly	Monthly	End of Base Year/Option Year

4.0 INVOICING INSTRUCTIONS

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 contractor is required to utilize this system when submitting invoices and receiving reports for orders issued under this BPA. Unless specifically directed in a task order issued under the BPA, the Contractor shall follow the invoicing instructions below.

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 the https://wawf.eb.mil, within ten (10) days after award of the BPA or modification incorporating WAWF-RA into the BPA. Step by step procedures to register are available at the https://wawf.eb.mil

The WHS WAWF-RA point of contact for this contract is Patricia C. Ashley and can be reached at 703-588-1127 or email: patricia.ashley@whs.mil. The contractor is directed to use the "2 in 1" format when submitting invoices and receiving reports.

When entering the invoice into WAWF-RA enter in the following fields these DoDAAC or DoDAAC extensions:

- "Issue by DoDAAC" field enter HQ0034
- "Admin DoDAAC" field enter HQ0034
- "Payment DoDAAC" field enter HQ0338
- "Ship to Code/ EXT" field enter HQ0034 and OSDTM4 in the extension field
- "Inspect By DoDAAC/ EXT" fields enter HQ0100
- "LPO DoDAAC/ EXT" fields "Leave blank"

In some situations WAWF-RA system will pre-populate the "Issue By DoDAAC", Admin DoDAAC" and "Payment DoDAAC". Contractor shall verify these DoDAACs automatically entered 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).

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 patricia.ashley@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 the appropriate persons are aware that the invoice documents have been submitted into the WAWF-RA system.

COR

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR is a representative for the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and statement of work (SOW)/statement of objectives (SOO) as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

The COR is NOT authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract (or task/delivery order). No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or written modification to the contract (or task/delivery order). The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

If the Contracting Officer has designated an Alternate COR (ACOR), the ACOR may act only in the absence of the COR (due to such reasons as leave, official travel, or other reasons for which the COR is expected to be gone and not readily accessible for the day).

COR authority IS NOT delegable.

The COR for this task order is Mr. Kevin Gormley at 703-696-5672 or email at gormleyk@ndu.edu