

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 37
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 29-Aug-2006	4. REQUISITION/PURCHASE REQ. NO. DNAC600011	5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE HQ0013 DEFENSE SECURITY COOPERATION AGENCY-CON JAMES WASHINGTON 201 12TH STREET, SOUTH SUITE 203 ARLINGTON VA 22202		7. ADMINISTERED BY (If other than item 6) CODE See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. HQ0013-06-R-0004
			<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 22-Aug-2006
			<input type="checkbox"/>	10A. MOD. OF CONTRACT/ORDER NO.
			<input type="checkbox"/>	10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to amend the Performance Work Statement (PWS). In accordance with FAR Part 52.212-4(c), the solicitation is amended as follows. See continuation page for amendments.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			TEL:	EMAIL:
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		29-Aug-2006

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The required response date/time has changed from 23-Sep-2006 04:00 PM to 25-Sep-2006 04:00 PM.

The following have been added by full text:

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

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

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN:-----

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

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

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

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

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

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer \$1 million or less

51 - 100 \$1,000,001 - \$2 million

101 - 250 \$2,000,001 - \$3.5 million

251 - 500 \$3,500,001 - \$5 million

501 - 750 \$5,000,001 - \$10 million

751 - 1,000 \$10,000,001 - \$17 million

Over 1,000 Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

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

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

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

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

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

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

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
 (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

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

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any

such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

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

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

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

(End of provision)

The following have been modified:

PWS

Performance Work Statement (PWS)

Lodging/Full Conference Services

Relevant Background.

The Defense Security Cooperation Agency (DSCA), Directorate of Business Operations, Washington, DC, has the responsibility for acquiring services and supplies for (3) three Department of Defense regional centers for security studies located in or adjacent to the Fort McNair military installation in Washington, D.C.: The Near East South Asia Center for Strategic Studies (NESA Center); The Africa Center for Strategic Studies (Africa Center); and The Center for Hemispheric Defense Studies (CHDS). Each center conducts events (seminars, conferences, etc.) in the Washington, DC area and Continual United States (CONUS), which require lodging and conference support for event participants.

The mission of the NESA Center is to enhance stability in the Near East and in South Asia region by providing an academic environment where strategic issues can be addressed, understanding deepened, partnerships fostered, defense-related decision-making improved, and cooperation strengthened among military and civilian leaders from the region and the United States. The NESA Center is responsible for developing civilian and military specialists from the Near East and in South Asia region by providing professional seminars designed to meet the needs of mid-to-upper level military and civilian officials in the national security policy and strategy planning divisions of governments in the NESA region.

The Africa Center conducts a comprehensive program of seminars, symposia, conferences, research, and outreach activities designed to promote good governance and democratic values in the African defense and security sectors. Africa Center events unite senior African, European, and American military officers, civilian officials,

elected officials, private citizens, and representatives of intergovernmental organizations in activities designed to generate critical thinking about Africa's security challenges.

The CHDS mission is to provide education and to conduct outreach, research, and knowledge-sharing activities on defense and international security policy-making with military and civilian leaders of the Western Hemisphere. CHDS seeks to advance international security policy and defense decision-making processes, foster partnerships and promote effective civil-military relations in democratic societies. CHDS seeks to contribute to a cooperative international security environment and mutual understanding of priority U.S. and regional defense and international security policy issues.

1.1. Objective

The contractor shall provide lodging and full conference support services in and around the in the Washington, D.C. metropolitan area (Virginia and Maryland) and Continual United States (CONUS- ie. Miami, Las Vegas, Atlanta) as specified in task orders issued from time to time under an indefinite-delivery indefinite-quantity contract for the three regional centers in support of various events (conferences, seminars, courses, symposia, etc.) Individual task orders will specify details of required lodging/conference support services such as dates, conference center rooms, breakout rooms, security, business centers, technical support, refreshments for break and lunch, sleeping rooms, conference equipment, and other direct cost.

1.2 Scope.

This PWS will outline the lodging/conference support services required to facilitate the overall objectives of the regional centers' lodging/conference support needs. The contractor shall provide lodging/conference support of events conducted by the NESACenter, Africa Center and CHDS. The contractor shall provide an experienced director of sales for each event, which will coordinate with each Regional Center's Event Coordinator.

1.3 Definitions.

Performance Requirements. This contract expresses performance requirements in the following manner: Each performance requirement may contain the three elements below. In each case, the elements taken together constitute a performance requirement.

Performance Objectives-are statements of the outcome or results expected of the contractor. Performance objectives specify what is to be done; they do not specify how it is to be done.

Performance Standards-are the targeted levels of required acceptable performance for determining the accomplishment of specific performance objectives.

Performance Measures-are the methods to be used by the Government to monitor or assess how well the contractor performs objectives.

Use of Performance Measures and Standards

Not every performance objective in this solicitation has a related performance standard or measure. However, every performance objective is a contractual requirement. For those performance objectives that do not specify a performance standard or measure, the standard or measure is inferred to be in accordance with U.S. statutory provisions and DoD instructions, directives, and policy guidance. When specified, performance standards and measures may be used to achieve a variety of goals, including the collection of data to test the practicality of a performance standard, the identification of a performance standard of less than 100 percent compliance, emphasis on the most critical performance objectives, the collection of data to support quality assurance and remedies (including the evaluation of past performance and for discussions at appropriate meetings), and other similar goals. Task orders subsequently issued under the contracts resulting from this solicitation will include performance objectives, standards, and measures.

2.0 Contractor provided lodging/ full conference support services

Performance Objective No. 1, Sleeping rooms

The contractor shall provide 45-80 sleeping rooms) blocked for the three-week Seminars (as required) with the identical efficiency/studio style room layout, with separate work space with desk, drawers and lighting; high speed internet hook-up; full kitchen facilities with full size refrigerator, oven, range, microwave, cabinets stocked with

dishes, silverware, cups, pots and pans; All accommodations must be within or lower than the limitations for per diem allowance in accordance with Travel Regulation

Performance Standard:

All sleeping room must have the same identical efficiency/studio style room layout with separate work space with desk, drawers and lighting, high speed internet hook up, full kitchen facilities with full size refrigerator, oven, microwave, cabinets stocked with dishes, silverware, cups, pots and pans.

Performance Measure:

Performance will be measured through periodic inspection by task order contracting officers or contracting officers' representatives (CORs) or event coordinator. .

Performance Objective No. 2, Housekeeping Services

The contractor shall provide regularly scheduled housekeeping services; bi-lingual staff (as required) speaking any of the following languages: French, Urdu, Bengali, Dari, Nepali, Sinhala, and Hindi.

Performance Standard:

Performance of housekeeping services must provide reliable and delivered on time by courteous personnel in accordance with industry standard.

Performance Measure:

Performance will be measured through periodic inspection by task order contracting officers, contracting officers' representatives (CORs) or event coordinator.

Performance Objective No. 3, Conference rooms,

Conference room space will be required to support a particular The Contractor w

The Contractor shall provide conference room space for when required for particular program or event.

Performance Standard:

Performance will be measured through periodic inspection by task order contracting officers, contracting officers' representatives (CORs) or event coordinator.

Performance Measure:

Performance will be measured through periodic inspection by task order contracting officers or contracting officers' representatives (CORs) or event coordinator.

Performance Objective No. 4, Desserts and a Juice Bar

The contractor shall require providing Desserts and a Juice Bar for Roundtable Discussions and or a Cross Cultural Training Session that may occur during various seminars.

Performance Standard:

Desserts and juice bar must be clean. All dessert and juices must be fresh and chilled.

Performance Measure:

Performance will be measured through periodic inspection by task order contracting officers or contracting officers' representatives (CORs) or event coordinator.

Performance Objective No. 5, Conference Equipment

The contractor shall provide the following conference equipment as required.

1.35 mm Projector Package, Laser Pointer, Computer Data, Overhead Projector, Video VCR/Monitor, Sound Equipment, Lighting, Video Projection, Video Equipment (ie. Camcorder w/tripod, data monitor, flat panel, plasma, video teleconferencing, DVD player), audio equipment, tripod and microphones.

Performance Objective No. 6, Breakout Rooms

Performance Standard:

Conference equipment must be clear, and in good working condition.

Performance Measure:

Performance will be measured through periodic inspection by task order contracting officers or contracting officers' representatives (CORs) or event coordinator.

Performance Objective No. 7, Security

The contractor shall provide secure facilities for each conference and meeting.
The security classification of work to be performed under the PWS is unclassified.

Performance Standard:

Security should provide in accordance with Federal Travel Regulation.

Performance Measure:

Performance will be measured through periodic inspection by task order contracting officers or contracting officers' representatives (CORs) or event coordinator.

Performance Objective No.9, Conference Set-up and Breakdown

The contractor shall provide a technical staff to assist set-up/take down and assist with each event.

Performance Objective No. 10, Business Center Security

The contractor shall provide access to Business Center that has fax, copier and telephone access for each event.

3.0 Contract Type.

Contracts awarded to offerors responding to this solicitation will be indefinite-delivery indefinite-quantity (IDIQ) contracts with firm fixed rates for lodging/ full conference services. DSCA anticipates making multiple contract awards to 3 Lodging/Full conference services providers. Task orders issued to IDIQ contract awardees for services to support specific events will be firm-fixed-price orders.

4.0 Period of Performance.

The total duration of this IDIQ contract shall not exceed 60 months. Each task order shall have a period of performance specified for that individual task order.

The Period of Performance for the basic contract is as follows:

Base Year: 1 Nov. 2006 – 31 Oct. 2007

Option Year 1: 1 Nov. 2007 – 31 Oct. 2008

Option Year 2: 1 Nov 2008 – 31 Oct. 2009

Option Year 3: 1 Nov 2010 – 31 Oct 2011

Option Year 4: 1 Nov 2011 – 31 Oct. 2012

5.0 Performance.

5.1 Place: The Contractor shall perform activities in and around the Washington DC Metropolitan area (including Washington, D.C., Virginia, and Maryland).
and Continual United States (CONUS)

6.0 Preferred Software Applications for Contractor-Provided Information

The agency employs Microsoft Word, Microsoft PowerPoint, Microsoft Excel, and Lotus Notes to process information. Contractor deliverable data and correspondence provided electronically to the agency must be provided in formats compatible with these software applications.

7.0 Contractor Responsibilities

All sleeping accommodation rates shall include the cost of breakfast. The contractor's staff/program manager should be aware of dietary requirements of participants (COR/Event's coordinator will provide dietary requirements). Evening snacks should be provided free of charge. Shuttle bus/vans should be available to the Ronald Reagan

Airport or any Airport surrounding a conference or event. Participants will be provided the use of a hotel conference room to host two (2) working group meetings that consist of up to 45 - 80 attendees for the seminar, when required. The contractor shall provide participants access to on premises laundry facilities.

The contractor shall bill the Government for actual rooms utilized versus reserved.

The contractor shall waive room tax, state tax and occupancy tax.

The contractor shall provide a list of audiovisual equipment and their associated pricing for each seminar or event.

The contractor will charge the Government a "no show charge fee", if the Regional Center's participant or participants do not occupy that room prior to 6:00 P.M. on the date of scheduled occupancy. The no show charge fee shall be for that day and the remaining days will be cancelled and the Government will not be charged by the contractor for the remaining days of that reservation.

8.0 Government Responsibilities

8.1 The DSCA Regional Centers will provide a final list of participants two (2) weeks (14 calendar days) prior to the start of each seminar. The Regional Centers will have participants that will be funded by their country and participants that will be funded by the Government. Those participants funded by their host country will responsible for their bill and the DSCA Regional Centers will pay for those participants funded only by the Government. The regional center will o

8.2 DSCA Regional Centers will pay a no show charge fee for participant or participants that do not occupy the room prior to 6:00 P.M. on the date of scheduled occupancy. The Regional Center will pay for that day and the remaining days will be cancelled and the Government will not be charged by the contractor for the remaining days of that reservation.

8.3 All Seminars and Events dates shall be coordinated by the Regional Center's Event Coordinators.

8.4 The Regional Center's Event Coordinator/COR will inform the Contracting Officer the number of conference room space that is required to support a particular program or event. The Regional Center's Event Coordinator will notify the Contractor.

thirty (30) working days prior to the date of event with the number of conference rooms required.

8.5 Task orders will be issued under this contract by the Defense Security Cooperation Agency (DSCA). DSCA is hereafter defined as the Delegated Ordering Authority (DOA).

8.6 Only warranted Contracting Officers within the DOA are authorized to place orders within the terms of the contract and within the scope of their authority. They are not authorized to make changes to the contract terms. Ordering Contracting Officers' authority is limited to the individual orders. The Ordering Contracting Officer is responsible for requesting, obtaining, and evaluating proposals, and for obligating funds for orders issued.

8.7 Order Contracting Officer's Representatives (CORs) will be designated by letter of appointment from the Ordering Contracting Officer. The Order COR serves as the focal point for all task activities, and is the primary point of contact with the contractors. The Order COR provides technical guidance in direction of the work, but the Order COR is not authorized to change any of the terms and conditions of the contract or order.

9.0 Government Obligation

The Government is obligated only to the extent of the funds obligated on each of the task order(s) issued under the basic contract.. All orders issued against these IDIQ contracts are subject to availability of funds.

10.0 Estimated Value

The minimum value of this IDIQ contract (base year) shall be \$ \$1,000,000.00. The maximum value of this IDIQ contract (base year + four option years) shall not exceed \$25,000,000.00 over the total period of 60 months. Each of the (3) three awardees shall be guaranteed a minimum quantity of \$2,500.00 to ensure binding of the contract.

11.0 Ordering Procedures

11.1. General.

a. Ordering under the contracts is authorized to meet the needs of the DSCA, NESA Center, Africa Center, and CHDS.

11.2. Pricing

a. All task orders awarded, on a Fixed Priced basis, will be priced in accordance with the pricing set forth in the Rates Tables in the contract.

11.3. Ordering

a. An appropriate order form (DD Form 1155) or (SF 1449) shall be issued for each Task Order.

b. At a minimum, the following information shall be specified in each Task Order awarded:

1) Date of order, contract number, and order number

2) Point of contact (COR name), commercial telephone and facsimile number and e-mail address

3) Ordering Contracting Officer's commercial telephone number and e-mail address

4) Description of the services to be provided, including contract item number and description, quantity, unit prices, and delivery or performance schedule. The performance work statement (PWS) should be attached; the contractor's proposal may be incorporated by reference.

5) Address of place of performance.

6) Accounting and appropriation data and Contract Accounting Classification Reference Number (ACRN) (DFAS requires an ACRN(s) on all orders.)

7) Invoice and payment instructions, if not specified in the contract.

8) Any other pertinent information or instructions.

.4. Fair Opportunity to be Considered.

a. In accordance with FAR 16.505, each awardee under a multiple award contract must be provided a fair opportunity to be considered for each order over \$2,500, except as provided for in paragraph 11.6 below.

b. In addition, all DoD orders for services exceeding \$100,000 shall be placed on a competitive basis, unless a waiver has been documented (see paragraph 11.6, below). A Task Order Request shall be provided to all multiple award contractors, including a description of work to be performed and the basis upon which the selection will be made. (Ref: Section 803 of the National Defense Authorization Act for FY 2002, implemented by DFARS 216.505-70).

c. The competitive process for awarding Task Orders is described below.

12.5. Task Order Award Process

a. Task Order Request. The Requiring Activity prepares the Task Order Request package. As a minimum, the package should contain the following:

(1) Performance Work Statement (PWS). Performance-based orders must be used to the maximum extent possible as required by FAR 37.102. See Chapter 3, Performance Based Contracting for further information.

(2) Funding Document . Task Orders are funded by the requiring activity.

(3) Independent Government Cost Estimate (IGCE). The IGCE will assist the Ordering Contracting Officer to determine the reasonableness of a contractor's price and technical proposals. The IGCE is for GOVERNMENT USE ONLY and should not be made available to contractors.

(4) Basis for Task Order Award. The Ordering Contracting Officer, in conjunction with the requiring activity, develops the evaluation criteria that form the basis for Task Order award.

b. Proposal Preparation Request. The Ordering Contracting Officer will issue a proposal request to all contractors, unless a waiver has been documented (see paragraph 11.6, below). The request will include the Performance Work Statement, instructions for submission of a technical and price proposal and criteria/basis for award.

(1) A submission date of 3 calendar days, after issuing a Task Order request, will be established for receipt of proposals. Contractors are required to submit within that period, unless a longer period is established in individual requests. Upon mutual agreement between the contractor and the Government, a shorter proposal time may be established.

(2) The contractors are required to submit a proposal upon request of the Ordering Contracting Officer. If unable to perform a requirement, the contractor shall submit a "no bid" reply in response to the proposal request. All "no bids" shall include a brief statement as to why the contractor is unable to perform.

c. Evaluation and Award

(1) The Government will evaluate the contractor's technical and price proposal in accordance with the selection criteria. After evaluation, negotiations may be held. Otherwise, the Government will issue a task order to the contractor whose proposal is most advantageous to the Government. After the technical proposals have been received and evaluated, an authorized official from the requiring activity will document the results. A memorandum documenting the technical evaluation is signed and forwarded to the Ordering Contracting Officer, for their review and approval. This memorandum can also be used to document an exception to the Fair Opportunity process for competing the requirement, if an exception applies. The Ordering Contracting Officer reserves the right to withdraw and cancel a task if issues pertaining to the proposed task arise that cannot be satisfactorily resolved.

(2) The Ordering Contracting Officer's decision on each order shall be final and shall not be subject to protest under FAR Subpart 33.1, except for a protest that an order increases the scope, period, or maximum value of the contract. The DSCA Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered for each order, consistent with the procedures in the contract. The designated Ombudsman is identified in paragraph 11.7 below.

11.6. Fair Opportunity to be Considered Exemptions. As provided in FAR 16.505(b)(2) and DFARS 216.505-70(b)(1), the Ordering Contracting Officer may waive the requirement for competition if a written determination is made that one of the following circumstances applies:

(a) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays. Justification should identify when the effort must be completed and describe the harm to the Government caused by any delay.

(b) Only one such awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized. Use of this exception requires a justification as to why the supplies or services that are being requested are in fact truly unique and that none of the other contractors are able to provide the requested service.

(c) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under this contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(d) It is necessary to place an order to satisfy a minimum guarantee. The guaranteed minimum for each contractor is \$2,500.00 for the base period only. Each contractor is permitted to have an order placed under the IDIQ contract to satisfy the minimum guarantee.

(e) A statute expressly authorizes or requires the purchase be made from a specified source. Note: This exception applies only to orders for services exceeding \$100,000 placed under multiple award contracts. Stated in other words, there are five exceptions for such orders.

11.7. Ombudsman. In accordance with FAR 16.505(b)(4), contractors that are not selected to perform work under a task order award, may contact the designated Agency contract Ombudsman for the this contract. The Ombudsman is responsible for reviewing complaints from the contractors and ensures that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract and established guidelines. The designated Ombudsman for this contracts is:

The agency task order Ombudsman is as follows:

Mrs. Toye Latimore
Business Deputy, Contracting
Defense Security Cooperation Agency (DSCA)
201 12th Street, South
Suite 203
Arlington, VA 22202
(703) 601-3848 voice; (703) 602-1671 fax
toye.latimore@dscamilitary.mil

11.8. Evaluation of Contractor's Task Order Performance.

The COR shall complete a performance evaluation for each completed task order, regardless of dollar value, within thirty (30) days of completion. Performance evaluations shall also be completed at least annually for orders that have a performance period in excess of one year; annual performance evaluations shall be submitted not later than October 31st of each year. Performance evaluations may also be done as otherwise considered necessary throughout the duration of the order (but generally no more than quarterly). Performance evaluations shall be submitted to the Ordering Contracting Officer. The Ordering Contracting Officer shall submit the completed evaluation to the Contractor for comment. The contractor shall have 30 days in which to respond. The Ordering Contracting Officer and the COR will consider any comments provided by the contractor. The performance evaluation will have a copy of the contractor's comments attached.

12.0 Payment Schedule.

Invoices will be paid within 30 days of receipt. Invoices will be submitted to the COR for approval and certification prior to submitting to the corresponding DFAS office. The COR is responsible for submitting a DD 250 to certify all invoices.

1. Please submit invoices to the following addressee:

Defense Security Cooperation Agency (DSCA)

Mr. James E. Washington Jr.

201 12th Street, South, Ste 203

Arlington, VA 22202-5408

Phone: (703) 604-6566

Fax: Fax: (703) 602-1671

Email: James.Washington@dscamail

2. The terms and conditions included in this IDIQ contract apply to all purchases made pursuant to it. In the event of any inconsistency between the provisions of this contract and the Contractor's invoice, the provisions of this contract will take precedence. The invoice document shall include as a minimum, the following information in order to ensure proper payment:

Name and address of the contractor (legal and doing business as);

Cage Code number;

Invoice number and date;

Contract Number and/or Task Order Number;

Contract line items number(s) and/or sub line item number for; service/delivery rendered;

Period of Performance covered by invoice;

Name, title, and phone number of person to be notified in case of defective invoices.

INSTRUCTIONS FOR PAYMENT OFFICE:

Do not prorate payments on this contract. Invoices are to be paid per specific contract line item number (CLIN) and accounting classification reference number (ACRN) in order of allocation as cited by the contractor. A copy of the final paid invoice should be forwarded to the Issuing Office's address in block 9, SF 1449 or block 6, DD Form 1155.

Sample CLINS:

Description	Qty	Unit	Unit Price	Amount
0001 Conference Rooms	TBD	Room	\$	\$
0007 Sleeping Rooms	80	Room	\$	\$

ADDRESS:

Defense Security Cooperation Agency (DSCA)

Mr. James E. Washington Jr.

201 12th Street, South, Ste 203

Arlington, VA 22202-5408

Phone: (703) 604-6566

Fax: Fax: (703) 602-1671

Email: James.Washington@dscamail

13.0 Contract POC:

Mr. James E. Washington Jr.

Contracting Officer

Defense Security Cooperation Agency (DSCA)

201 12th Street, South, Ste 203

Arlington, VA 22202-5408

Commercial: (703) 604-0893

Fax: (703) 601-1671

Email: James.Washington@dscamail

15.0 Security

This requirement is considered UNCLASSIFIED, therefore no security clearance is required.

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2005)

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no

expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

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

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

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

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

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

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

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

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

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

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

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

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

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

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

- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

ADDENDUM TO FAR 52.212-1 INSTRUCTION TO OFFERORS - - COMMERCIAL ITEMS (OCTOBER 2000)

1. Addendum to Paragraph (b) Submission of offers. In addition to those requirements as stated in paragraph (b), the following are added and shall apply to the submission requirements in response to this solicitation:

(1) Proposal Format - All offerors must submit written proposal materials as described below and in the quantities of each volume as stated. In addition, the Offeror should also provide an electronic version of its proposal on Microsoft Windows-compatible 3.5-inch 1.4 MB diskette(s) or 650 MB CD-Rom (CD-R) in Microsoft Windows Word 2000 and Excel 2000 format or latest version. Any pricing information will be on separate disk(s) from the technical information. In the case of a conflict between the electronic and the hard copy, the hard copy will be considered the correct version.

Volume I - Contracting/Pricing Volume - (Submit 1 with original documents, and 3 copies): Contracting/Pricing Volume will be submitted separately with all executed RFP Documents. Prices will be evaluated for reasonableness through the use of a sample task proposal. All offerors must submit a sample task proposal for price evaluation based on the following hypothetical task: three (3) week seminar requiring 55 sleeping rooms for three (3) weeks in the Washington, DC area. – lodging dates are as follows: May 12, the participants will require 20 sleeping room; May 13 through May 24 , the participants will require 45 sleeping room; May 25, the participants will require 20 sleeping room; 5 Conference room; 3 Breakout room; Security for the event; access to a Business Center; Reception – Hors d’ Oeuvres for 57 participants; set-up fee; 2 wireless microphone; 1 1.35 mm projector package and 2 laser pointer . Instructions for preparation of the Contracting/Pricing Proposal are provided at Paragraph 2 (Proposal Composition Requirements and instructions) below.

Volume II – Technical Capability (Submit 1 with original documents and 3 copies) - The Technical Capability Statement will consist of a 50 pages or less document that outlines the company’s concept of operations, to include its skills and capability to meet the requirements of this acquisition. Offerors must demonstrate capability and experience in the areas of; understanding of the work, management of operations, and quality control as described in Paragraph 2 (Proposal Composition Requirements and instructions) below. The Technical Capability Statement will be evaluated against the criteria listed under Evaluation Factors in the addendum to FAR 52.212-2, Evaluation, Commercial Items.

Volume III - Past Performance Information (Submit 1 with original document and 3 copies) - The offeror must submit Past Performance Documentation in accordance with instructions provided below in the proposal composition requirements and instructions.

Volume IV – Subcontracting Plan – (Submit 1 with original document and 1 copy). The offeror must submit their Subcontracting Plan in accordance with FAR 19.704.

(2) Proposal Composition Requirements and Instructions

Volume I – Contracting/Pricing Volume:

1. The Contracting/Pricing Volume shall consist of the OFFER (the solicitation document as completed and signed to include, as a minimum, the pricing sheet /schedule B, filled in for the base year (one year) and all option years (four-one year options) and all certifications required and the sample task price proposal based on the above hypothetical task (see Volume I- Contracting/Price Volume).

2. The offerors are cautioned that no reference to proposed price(s) shall be made in any other volumes but volume I.

3. Offerors shall comply with all requirements of the proposal submission instructions. Deviations shall be fully explained; however, inclusion of price/cost in documents other than the Price Proposal is not an acceptable deviation.

Volume II – Technical Capability:

1. The Government will evaluate the Offeror's technical capability to determine the degree to which the information provided by the offeror in its proposal demonstrates the offeror's ability to manage, supervise, and perform in accordance with the contract requirements and the sub factors listed below:

a. Sub-Factor A, Understanding of the Work - As a minimum, the offeror should demonstrate knowledge and understanding of the required services.

b. Sub-Factor B, Management of Operations - As a minimum, the contractor must describe how the Contractor intends to meet the performance objectives identified in the PWS, and should also identify those areas the Contractor sees as critical to the customers for this contract, how it will monitor quality performance in those areas, and how it will maintain or exceed customer expectations, including identification and correction of problems.

c. Sub-Factor C, Quality Control (QCP) - The QCP must demonstrate the contractor's ability to provide oversight, measurements, and reporting processes to ensure compliance with all contract requirements. The Quality Control Plan must include all elements in the PWS and Performance Requirements Summary; to include a comprehensive and effective Safety and Security programs that complies with all contract safety and security requirements.

Volume III - Past Performance Information

NOTE: In the event that an Offeror has no Past Performance history, e.g. a new firm, this rating factor will be considered neutral and will neither increase an Offeror's overall rating nor decrease it.

1. The offeror shall provide a minimum of five (5) references relevant to its past performance and its major subcontractor's past performance in providing similar services under existing or prior contracts for the last 5 years. The offeror shall have its references complete the Past Performance Questionnaire (PPQ) and have the references submit the completed PPQ directly to the Contracting Officer Mr. James E. Washington Jr., Defense Security Cooperation Agency (DSCA) 201 12th Street, South, Ste 203, Arlington, VA 22202 before the closing date of this solicitation. Fax copies of the PPQ are acceptable and should be sent to 703-602-1671.

2. The offeror shall provide a list of no more than three (3) contracts completed within the past three years, which clearly demonstrates the offeror's performance relevant to the

requirements and all contracts and subcontracts currently in process. Contracts listed may include those entered into by the Federal Government, state and local government agencies and commercial customers.

3. Offerors that are newly formed entities without prior contracts or new to the solicitation requirements, with no relevant past performance history, must list no more than three (3) references, for all key personnel whose experience the offeror proposes will demonstrate their ability to perform the solicitation requirements.

4. Include the following information for each contract:

- Name and address of contracting activity, state or local government agency, or commercial customer.

-Point of contact (POC). - Contract number.

-Contract type (fixed price/cost reimbursement, competitive/non competitive, negotiated/sealed bid)

-Contract value.

-A description of the services/work required under the contract, including performance location (s) and performance period.

-Name, telephone number, and facsimile number of the Contracting Officer or other individual responsible for awarding the contract.

-Name, telephone number, and facsimile number of the Administrative Contracting - Officer or other individual responsible for administering the contract.

-Name, telephone number, and facsimile number of program manager, operations officer or other individual responsible for technical oversight of contract performance.

5. The offeror should provide information on problems encountered on the contracts and subcontracts identified above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance. General performance information will be obtained from the references.

6. The offeror may describe any widely recognized quality awards or certifications that the offeror has earned. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications. Identify the segment of the company (one division or the entire company) that received the award or certification and when the award or certification was bestowed. If the award or certification is more than three years old, present evidence that the qualifications still apply.

7. The Government may contact the references provided in the offer, former customers, etc. to enquire about past performance to include, but not limited to, its reputation for conforming to terms and conditions, for accurately estimating and controlling costs, for adherence to contract schedules (including the administrative aspects of performance); for reasonable and cooperative behavior, and commitment to customer satisfaction. The Government may contact references other than those identified by the offeror. The sub factors are list below:

a. Sub-Factor A, Quality of Service: Will be evaluated for the offeror's record of conforming to specifications and providing quality services.

b. Sub-Factor B, Timeliness of Performance: Will be evaluated for the offeror's ability to meet contractual performance schedules.

c. Sub-Factor C, Business Practices/Customer Satisfaction: Will be evaluated for the conduciveness of offeror's business practices to ensure a cooperative and frictionless relationship with its customers.

Volume IV – Subcontracting Plan – The offeror must submit their Subcontracting Plan in accordance with FAR 19.704, Subcontracting plan requirements.

(3) Proposal preparation costs – This Request for Proposal does not commit the Government to pay any costs incurred in the preparation and submission of your proposal or in making any necessary studies for the preparation thereof, or for any visit the Contracting officer may request for the purpose of clarification of the proposal or for preparation of negotiations. By the submission of its offer, the offeror assumes all cost associated.

2. Addendum to Paragraph (c) Period for acceptance of offers: This paragraph (c) is changed to read as follows: The Offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an amendment to the solicitation.

3. Addendum to Paragraph (e) Multiple offers. This paragraph (e) is changed to read as follows: Multiple offers presenting alternative terms and conditions will not be accepted.

4. Addendum to Paragraph (h) Multiple awards. This paragraph (h) is changed to read as follows: The Government may accept any item or group of items of an offer. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

End of Addendum to 52.212-1

PAST PERFORMANCE SURVEY

I. Evaluation of Offeror:

Company/Division Providing Services: _____

Address: _____

Description of Services Provided: _____

Contract Number: _____ Dollar Value (Annual): _____

Performance Period: _____ Performance Location: _____

Type of Contract:

Check One:

Fixed Price _____ Cost Reimbursement _____ Other (Please Specify) _____

Check One:

Negotiated _____ Sealed Bid _____ Competitive _____ Non-Competitive _____

Basis of Payment:

Commodity _____ Labor/Equipment Hours _____ Other (specify) _____

Type & Extent of Subcontracting: _____

II. Evaluated by:

Company/Organization/Address: _____

Name & Title: _____

Signature: _____ Date: _____

Telephone: _____ FAX: _____

III. Evaluation:

Please answer questions 1 through 15 using the following criteria. Circle only one response per question. For elements rated "unsatisfactory", please comment on the specific problem(s) or performance failure(s) that prompted this rating.

4 - Exceptional: Performance met and exceeded many of the contractual requirements to the organization's benefit. The contractual performance of the element being evaluated was accomplished with few minor problems for which corrective actions were highly effective.

3 - Very Good: Performance met and exceeded some to the contractual requirements to the organization's benefit. The contractual performance of the element being evaluated was accomplished with some minor problems for which corrective actions were effective.

2 - Satisfactory: Performance met contractual requirements. The contractual performance of the element being evaluated was accomplished with some minor problems for which corrective actions were satisfactory.

1 - Marginal: Performance barely met contractual requirements. The contractual performance of the element being evaluated reflects a serious problem for which corrective actions have not yet been identified, appear only marginally effective or were not fully implemented.

0 - Unsatisfactory: Performance did not meet some contractual requirement and recovery is not likely in a timely manner. The contractual performance of the element being evaluated reflects serious problems for which corrective actions were ineffective.

N/A: Not Applicable or not observed.

1. Evaluate the contractor's overall commitment to quality performance and customer satisfaction.

4 3 2 1 0 N/A

Comment:

2. Evaluate the contractor's overall technical competence.

4 3 2 1 0 N/A

Comment:

3. Evaluate the contractor's cooperation and willingness to work as a team (with your personnel, other contractors, etc.).

4 3 2 1 0 N/A

Comment:

4. Evaluate the contractor's compliance with contractual requirements.

4 3 2 1 0 N/A

Comment:

5. Evaluate the contractor's responsiveness to contract, program and/or schedule changes.

4 3 2 1 0 N/A

Comment:

6. Evaluate the effectiveness of the contractor's overall quality control procedures.

4 3 2 1 0 N/A

Comment:

7. Evaluate the effectiveness of the contractor's safety program or efforts.

4 3 2 1 0 N/A

Comment:

8. Evaluate the effectiveness of the contractor's on-site management and supervision.

4 3 2 1 0 N/A

Comment:

9. Evaluate the contractor's ability to overcome technical problems, labor issues, and/or other performance difficulties.

4 3 2 1 0 N/A

Comment:

10. Evaluate the contractor's ability to plan and conduct operations in the most cost effective manner.

4 3 2 1 0 N/A

Comment:

11. Evaluate the contractor's ability to adhere to schedules and complete work on time.

4 3 2 1 0 N/A

Comment:

12. Evaluate the quality and stability of the contractor's workforce.

4 3 2 1 0 N/A

Comment:

13. Evaluate the availability, adequacy and suitability of the contractor's staffing for the work required.

4 3 2 1 0 N/A

Comment:

14. Evaluate the availability, adequacy and suitability of the contractor's gear and equipment for the work required.

4 3 2 1 0 N/A

Comment:

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

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

1. Technical Capability

2. Past Performance

3. Subcontracting Plan

4. Price

Technical Capability is divided into three sub-factors: (1) Understanding of the Work (2) Management of Operations and (3) Quality Control.

Past Performance contains three sub-factors which are of equal important to each other: (1) Quality of Service (2) Timeliness of Performance and (3) Business Practices/Customer Satisfaction.

Small Business Subcontracting Plan does not contain sub-factors and will be rated on a PASS/FAIL basis. In accordance with FAR Part 19.704.

ORDER OF IMPORTANCE

Technical Capability is most important. Past Performance is significantly less important than technical capability. Subcontracting will be rated on a PASS/FAIL basis. When combined, all non-priced factors are significantly more important than price.

b. Factor 1, Technical Capability: The Government will evaluate the Offeror's technical capability to determine the degree to which the information provided by the offeror in its proposal demonstrates the offeror's

ability to manage, supervise, and perform in accordance with the contract requirements and the sub factors listed below

(1) Sub-Factor A, Understanding of the Work: Demonstrated knowledge and understanding of the required services.

(2) Sub-Factor B: Management of Operations: The contractor must describe how the Contractor intends to meet the performance objectives identified in the PWS, and should also identify those areas the Contractor sees as critical to the customers for this contract, how it will monitor quality performance in those areas, and how it will maintain or exceed customer expectations, including identification and correction of problems.

(3) Sub-Factor C: Quality Control Plan (QCP): The QCP must demonstrate the contractor’s ability to provide oversight, measurements, and reporting processes to ensure compliance with all contract requirements. The Quality Control Plan must include all elements in the PWS.

All subfactors for technical capability will be of equal importance.

c. Factor 2, Past Performance: Past performance information will be obtained from references provided by the offeror who completed the Past Performance Questionnaire and from other sources known to the Government or learned of in the course of the evaluation. An offeror who has no relevant past performance history for a particular sub-factor will not be evaluated favorably or unfavorably (i.e. will be given a neutral rating for that factor.) Each offeror will be evaluated on performance under existing and prior contracts for similar services. Performance information will be used for both responsibility determinations and as an evaluation factor. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the contract under consideration.

The Government may contact the references provided in the offer, former customers, etc. to enquire about past performance to include, but not limited to, its reputation for conforming to terms and conditions, for accurately estimating and controlling costs, for adherence to contract schedules (including the administrative aspects of performance); for reasonable and cooperative behavior, and commitment to customer satisfaction. The Government may contact references other than those identified by the offeror. The following are sub-factors:

(1) Sub-Factor A, Quality of Service: Will be evaluated for the offeror’s record of conforming to specifications and providing quality services.

(2) Sub-Factor B, Timeliness of Performance: Will be evaluated for the offeror’s ability to meet contractual performance schedules.

(3) Sub-Factor C, Business Practices/Customer Satisfaction: Will be evaluated for the Conduciveness of offeror’s business practices to ensure a cooperative and frictionless relationship with its customers.

All subfactors for past performance will be of equal importance.

d. Factor 3, Small Business Subcontracting Plan: The subcontracting goals established for DSCA Contracts are listed by percentage as listed below. The percentages are based on the dollar value of services performed in the United States, Puerto Rico and any U.S. territory.

Subcontracting Goals

Small Business *	23%
Small Disadvantage Business	5.7%
Women-Owned Small Business	5%
HUB Zones Small Business	3%

Service-Disabled Veteran-Owned Small Business 3%

*Categories listed under Small Business are included in the 23% goal (subset)

The Government will evaluate sub-contracting plans to ensure its compliance with the requirements of FAR 19.704. Past performance of contractor's goals and plans may also be evaluated for compliance. ***ALL SUBCONTRACTING PLANS WILL BE RATED ON A PASS/FAIL BASIS.***

e. Factor 4 Price: The price for each CLIN will be evaluated separately. Price will be evaluated for price reasonableness in accordance with FAR 15.305(a)(1) based on the total proposed price for the base period of performance and all option periods together. The determination that the total price is reasonable will be made through the use of a sample task proposal. If only one offer is received, the determination may be based on a comparison to the IGCE or by any other reasonable basis.

Related Definitions.

1. **Deficiency.** A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. Examples of deficiencies include a statement by the offeror that it cannot or will not meet a requirement, an approach that clearly does not meet a requirement, or omission of data required to assess compliance with the requirement.
2. **Weakness.** A flaw in the proposal that increases the risk of unsuccessful contract performance. A "significant weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.
3. **Advantage/Enhancement.** An advantage/enhancement describes some element of a response that notably enhances an aspect of the offeror's ability to perform the effort or that represents a significant benefit to the Government.
4. **Clarifications.** Limited exchanges, between the Government and offerors that may occur when award without discussions is contemplated. These limited exchanges may be used to clarify certain aspects of proposals (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.
5. **Risk** – The degree of probability that an offeror will not perform contract requirements as promised. The level of uncertainties that exist in the proposal will jeopardize successful execution of an approach or plan.

Proposal Ratings.

To ensure a thorough and fair evaluation, it is imperative that the ratings be consistently applied across proposals. The following adjectival ratings will be used to rate each proposal, less the price factor subcontracting plan.

- (1) **Excellent:** To receive this rating, proposed offer demonstrates a thorough understanding of the requirements. The Offeror has a very high probability of success in completing the requirements. All factors/sub factors must have received a rating of Excellent/Low Risk.
- (2) **Good:** To receive this rating, proposed offer demonstrates a good understanding of the requirements. The Offeror has a high probability of success in completing the requirements. All factors/sub

factors

must have received a rating of a least Good/Medium Risk.

- (3) Satisfactory: To receive this rating, proposed offer demonstrates an acceptable understanding of the requirements. The Offeror has a moderate probability of success in completing the requirements. All factor/sub factors must have received a rating of at least Satisfactory/Medium Risk.
- (4) Unsatisfactory: To receive this rating, the proposed offer has received an Unsatisfactory/High Risk rating in one of the non-price factors/sub factors.
- (5) High Performance Risk: Likely to cause significant disruption to schedule, increased cost or degradation of performance. Risk may be unacceptable even with special contractor emphasis and close government monitoring.
- (6) Moderate Performance Risk: Can potentially cause some disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will probably be able to overcome difficulties.
- (7) Low Performance Risk: Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will probably be able to overcome difficulties.
- (8) Neutral: Insufficient relevant past performance information available.

3. Award on Initial proposals. The contracting officer retains the right to evaluate offers and make award without discussions with offerors. Therefore offerors are encouraged to insure that initial proposals contain the offeror's most favorable terms and reflect its best possible performance potential.

4. The offer will be considered acceptable if, and only if, the offeror submits the information as required in the Instructions to Offerors, FAR 52.212-1, and Addendum to FAR 52.212-1, and manifests the offeror's unconditional assent to the terms and conditions of the solicitation, including the Performance Work Statement.

5. Discussion/Negotiations: The Contracting Officer may clarify all information submitted in response to the solicitation as necessary to evaluate the proposals, and notwithstanding these clarifications, the Contracting Officer still retains the right to award without discussions.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005)

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

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

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

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

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

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

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

(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (MAR 1999) to 52.219-5.

(iii) Alternate II to (JUNE 2003) 52.219-5.

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

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

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

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9

(iii) Alternate II (OCT 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003) of 52.219-23.

(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

- (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

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

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

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

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

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

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

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

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

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

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 November 2006 through 31 October 2007.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$300,000;

(2) Any order for a combination of items in excess of \$300,000; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the

limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 Oct. 2011.

(End of clause)

(End of Summary of Changes)

The following items are applicable to this modification:

PWS

- a. Change block 8 from 23 Sep. 2006 to 25 Sep. 2006.
- b. Section 2.0, Performance Objective No: 6, first sentence delete reliable from the sentence.
- c. Section 7, Contractor Responsibilities add the following requirement:
In case of an emergency, contractors will be asked to use breakout rooms as classrooms.
- d. Delete Section 9.0, Government Responsibilities, this is a duplication from Section 8.0 Government Responsibilities above.

- e. Section 11, Estimated Value, change the first sentence read: The minimum value of this IDIQ contract (Base Year) shall be \$1,000,000.00