

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

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

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Conference Center Room FFP Conference space for programs or meeting to include Internet connectivity for for attendees FOB: Destination PURCHASE REQUEST NUMBER: DNAC600011	1	Days		

					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Breakout Rooms FFP Space for meeting to include Internet connectivity for attendees. FOB: Destination PURCHASE REQUEST NUMBER: DNAC600011	1	Days		

					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Business Center FFP Attendees should have access to the Business Center Year- Date of Award-12 months FOB: Destination PURCHASE REQUEST NUMBER: DNAC600011	1	Days	Base	

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Technical Support FFP Support for audiovisual equipment including Internet access and services. Base Year- Date of Award-12 months FOB: Destination PURCHASE REQUEST NUMBER: DNAC600011	1	Labor Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Refreshments Break and Lunch FFP Dessert/juice bar, desserts, coffee, tea, soft drinks, fruit juices and water. Year- Date of Award-12 months FOB: Destination PURCHASE REQUEST NUMBER: DNAC600011	1	Each	Base	

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Sleeping Room FFP Studio rooms or suites with full kitchens: transportation to and from hotel and the airport; in room high-speed Internet access connections; access to laundry facilities in the hotel. Award-12 months FOB: Destination PURCHASE REQUEST NUMBER: DNAC600011	1	Days	Base Year- Date of	

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Conference Equipment FFP Breakdown of Equipment: 1. 35 mm Projector Package 2. Laser Pointer 3. Computer Data Projector 4. Overhead Projector 5. Video VCR/Monitor 6. Sound Equipment 7. Lighting 8. Video Projection 9. Video Equipment- (camcorder w/tripod, data monitor, flat panel, plasma, video teleconferencing (including setting up), DVD player) 10. audio Equipment 11. Tripod 12 Microphones. Base Year- Date of Award-12 months FOB: Destination PURCHASE REQUEST NUMBER: DNAC600011	1	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Other Direct Cost (ODC) FFP Base Year- Date of Award-12 months FOB: Destination PURCHASE REQUEST NUMBER: DNAC600011	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Conference Set-up and Take down fee FFP Setting up /dismantling various equipment/furniture and other requirements for events. Base Year- Date of Award-12 months FOB: Destination PURCHASE REQUEST NUMBER: DNAC600011	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Conference Center Room FFP Conference space for programs or meeting to include Internet connectivity for attendees FOB: Destination	1	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Breakout Rooms FFP Space for meeting to include Internet connectivity for attendees. FOB: Destination	1	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Business Center FFP Attendees should have access to the business to the Business CenterBase Year- Date of Award-12 months FOB: Destination	1	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		1	Labor Hours		
OPTION	Technical Support FFP Support for audiovisual equipment including Internet access and services. Base Year- Date of Award-12 months FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		1	Each		
OPTION	Refreshments Break and Lunch FFP Dessert/juice bar, desserts, coffee, tea, soft drinks, fruit juices and water. Base Year- Date of Award-12 months FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 OPTION	Sleeping Room FFP Studio rooms or suites with full kitchens: transportation to and from hotel and the airport; in room high-speed Internet access connections; access to laundry facilities in the hotel. Award-12 months FOB: Destination	1	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 OPTION	Conference Equipment FFP Breakdown of Equipment: 1. 35 mm Projector Package 2. Laser Pointer 3. Computer Data 4. Overhead Projector 5. Video VCR/Monitor 6. Sound Equipment 7. Lighting 8. Video Projection 9. Video Equipment- (camcorder w/tripod, data monitor, flat panel, plasma, video teleconferencing, DVD player) 10. audio Equipment 11. Tripod 12 Microphones. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008 OPTION	Other Direct Cost FFP FOB: Destination	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009 OPTION	Conference Set-up and breakdown FFP Setting up /dismantling various equipment/furniture and other requirements for events. Base Year- Date of Award-12 months FOB: Destination	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Conference Center Room FFP Conference space for programs or meeting to include Internet connectivity for attendees FOB: Destination	1	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	Breakout Rooms	1	Days		
OPTION	FFP Space for meeting to include Internet connectivity for attendees. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	Business Center	1	Labor Hours		
OPTION	FFP Attendees should have access to the Business Center FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		1	Days		
OPTION	Technical Support FFP Support for audiovisual equipment including Internet access and services. FOB: Destination				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005		1	Labor Hours		
OPTION	Refreshments Break and Lunch FFP Dessert/juice bar, desserts, coffee, tea, soft drinks, fruit juices and water. FOB: Destination				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	Sleeping Room FFP Studio rooms or suites with full kitchens: transportation to and from hotel and the airport; in room high-speed Internet access connections; access to laundry facilities in the hotel. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 OPTION	Conference Equipment FFP Breakdown of Equipment: 1. 35 mm Projector Package 2. Laser Pointer 3. Computer Data 4. Overhead Projector 5. Video VCR/Monitor 6. Sound Equipment 7. Lighting 8. Video Projection 9. Video Equipment- (camcorder w/tripod, data monitor, flat panel, plasma, video teleconferencing, DVD player) 10. Audio Equipment 11. Tripod 12. Microphones. FOB: Destination	1	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008 OPTION	Other Direct Cost FFP FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009 OPTION	Conference Set-up and breakdown FFP Setting up /dismantling various equipment/furniture and other requirements for events. Base Year- Date of Award-12 months FOB: Destination	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Conference Center Room FFP Conference space for programs or meeting to include Internet connectivity for attendees FOB: Destination	1	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	Breakout Rooms	1	Days		
OPTION	FFP Space for meeting to include Internet connectivity for attendees. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	Business Center	1	Labor Hours		
OPTION	FFP Attendees should have access to the Business Center FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	Technical Support	1	Days		
OPTION	FFP Support for audiovisual equipment including Internet access and services. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005	Refreshments Break and Lunch	1	Labor Hours		
OPTION	FFP Dessert/juice bar, desserts, coffee, tea, soft drinks, fruit juices and water. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 OPTION	Sleeping Room FFP Studio rooms or suites with full kitchens: transportation to and from hotel and the airport; in room high-speed Internet access connections; access to laundry facilities in the hotel. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007 OPTION	Conference Equipment FFP Breakdown of Equipment: 1. 35 mm Projector Package 2. Laser Pointer 3. Computer Data 4. Overhead Projector 5. Video VCR/Monitor 6. Sound Equipment 7. Lighting 8. Video Projection 9. Video Equipment- (camcorder w/tripod, data monitor, flat panel, plasma, video teleconferencing, DVD player) 10. Audio Equipment 11. Tripod 12. Microphones. FOB: Destination	1	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008 OPTION	Other Direct Cost FFP FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009 OPTION	Conference Set-up and breakdown fee FFP Setting up /dismantling various equipment/furniture and other requirements for events. Base Year- Date of Award-12 months FOB: Destination	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		1	Days		
OPTION	Conference Center Room FFP Conference space for programs or meeting to include Internet connectivity for for attendees FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		1	Days		
OPTION	Breakout Rooms FFP Space for meeting to include Internet connectivity for attendees. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		1	Labor Hours		
OPTION	Business Center FFP Attendees should have access to the Business Center FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004		1	Days		
OPTION	Technical Support FFP Support for audiovisual equipment including Internet access and services. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005		1	Labor Hours		
OPTION	Refreshments Break and Lunch FFP Dessert/juice bar, desserts, coffee, tea, soft drinks, fruit juices and water. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006 OPTION	Sleeping Room FFP Studio rooms or suites with full kitchens: transportation to and from hotel and the airport; in room high-speed Internet access connections; access to laundry facilities in the hotel. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007 OPTION	Conference Equipment FFP Breakdown of Equipment: 1. 35 mm Projector Package 2. Laser Pointer 3. Computer Data 4. Overhead Projector 5. Video VCR/Monitor 6. Sound Equipment 7. Lighting 8. Video Projection 9. Video Equipment- (camcorder w/tripod, data monitor, flat panel, plasma, video teleconferencing, DVD player) 10. Audio Equipment 11. Tripod 12. Microphones. FOB: Destination	1	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008	Other Direct Cost	1	Each		
OPTION	FFP FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009	Conference Set-up and breakdown	1	Lot		
OPTION	FFP Setting up /dismantling various equipment/furniture and other requirements for events. Base Year- Date of Award-12 months FOB: Destination				

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government

1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
2010	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
3009	Destination	Government	Destination	Government
3010	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government
4009	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A

0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
1001	N/A	N/A	N/A	N/A
1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A
1004	N/A	N/A	N/A	N/A
1005	N/A	N/A	N/A	N/A
1006	N/A	N/A	N/A	N/A
1007	N/A	N/A	N/A	N/A
1008	N/A	N/A	N/A	N/A
1009	N/A	N/A	N/A	N/A
1010	N/A	N/A	N/A	N/A
2001	N/A	N/A	N/A	N/A
2002	N/A	N/A	N/A	N/A
2003	N/A	N/A	N/A	N/A
2004	N/A	N/A	N/A	N/A
2005	N/A	N/A	N/A	N/A
2006	N/A	N/A	N/A	N/A
2007	N/A	N/A	N/A	N/A
2008	N/A	N/A	N/A	N/A
2009	N/A	N/A	N/A	N/A
2010	N/A	N/A	N/A	N/A

3001	N/A	N/A	N/A	N/A
3002	N/A	N/A	N/A	N/A
3003	N/A	N/A	N/A	N/A
3004	N/A	N/A	N/A	N/A
3005	N/A	N/A	N/A	N/A
3006	N/A	N/A	N/A	N/A
3007	N/A	N/A	N/A	N/A
3008	N/A	N/A	N/A	N/A
3009	N/A	N/A	N/A	N/A
3010	N/A	N/A	N/A	N/A
4001	N/A	N/A	N/A	N/A
4002	N/A	N/A	N/A	N/A
4003	N/A	N/A	N/A	N/A
4004	N/A	N/A	N/A	N/A
4005	N/A	N/A	N/A	N/A
4006	N/A	N/A	N/A	N/A
4007	N/A	N/A	N/A	N/A
4008	N/A	N/A	N/A	N/A
4009	N/A	N/A	N/A	N/A
4010	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.204-2	Security Requirements	AUG 1996
52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.204-7	Central Contractor Registration	OCT 2003

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 NESA Center, 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 then 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, reliable 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 Oct 2006 – 30 Sep 2007
Option Year 1: 1 Oct 07 – 30 Sep 2008
Option Year 2: 1 Oct 08 – 30 Sep 2009
Option Year 3: 1 Oct 09 - 30 Sep 2010
Option Year 4: 1 Oct 10 – 30 Sep 2011.

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 Responsibilities:

9.1 The DSCA Regional Center's 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 Government will pay for those participants funded by the Government.

9.2 DSCA Regional Center will pay a "no show charge fee" for government sponsored participant or participants that do not occupy the room prior to 6:00 P.M. on the date of scheduled occupancy. DSCA Regional Center will pay for that day and the remaining days will be cancelled without charge.

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

The Regional Center's Event Coordinator/COR will inform the Contracting Officer if conference room space will be required to support a particular program or event. The Regional Center's Event Coordinator thirty (30) working days prior to the date of event with the number of conference rooms required will notify the Contractor.

10.0 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.

11.0 Estimated Value

The minimum value of this IDIQ contract (base year + four option years) shall be \$5,000,000.00. 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.

12.0 Ordering Procedures

12.1. General.

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

12.2. 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.

12.3. 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.

12.4. 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.

12.6. 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.

12.7. 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@dscamail

12.8. 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.

13.0 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@dsc.mil

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@dsc.mil

14.0 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@dsc.mil

15.0 Security

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

CLAUSES INCORPORATED BY REFERENCE

52.212-2	Evaluation - Commercial Items	JAN 1999
52.216-18	Ordering	OCT 1995
52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.217-5	Evaluation Of Options	JUL 1990
52.219-9 Alt II	Small Business Subcontracting Plan (Jul 2005) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-29	Notification Of Visa Denial	JUN 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.233-1	Disputes	JUL 2002
52.242-13	Bankruptcy	JUL 1995
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.212-7000	Offeror Representations and Certifications- Commercial Items	JUN 2005
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

Paragraph (b) applies.

() Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within 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 the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

FAR Clause	Title	Date	Change
-----	-----	-----	-----

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)

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:

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

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

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending

agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

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

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation

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

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

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

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

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

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

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

(End of clause)

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

X (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.

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

X (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.

X (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).

X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (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).

X (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).

X (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.]

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

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

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

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

__X__ (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)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Multiple award IDIQ contract resulting from this solicitation.

(End of clause)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 721110.

(2) The small business size standard is 6.5 million .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

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

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

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

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

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

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a 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 the size standard in paragraph (a) of this provision.

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

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

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

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

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

(End of clause)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

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

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

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (Defense Security Cooperation Agency, 201 12 th Street South, Ste. 203, Arlington VA 22203-4306) by obtaining written and dated acknowledgment of receipt from Defense Security Cooperation Agency, 201 12 th Street South, Ste. 203, Arlington VA 22203-4306.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.dsca.mil/programs/biz-ops/business_operations.htm

(End of provision)