

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER N4128208RCRD881		PAGE 1 OF 103					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ0013-08-R-0007		6. SOLICITATION ISSUE DATE 14-May-2008			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ALI BESHIR			b. TELEPHONE NUMBER (No Collect Calls) 703-602-1341		8. OFFER DUE DATE/LOCAL TIME 11:00 AM 13 Jun 2008				
9. ISSUED BY DEFENSE SECURITY COOPERATION AGENCY-CON JANET SZATMARY 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22202 TEL: 701-601-3728 FAX: 703-602-1671				CODE HQ0013		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input checked="" type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$6.5M NAICS: 611430		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
15. DELIVER TO SEE SCHEDULE				CODE		16. ADMINISTERED BY		CODE		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
17a. CONTRACTOR/OFFEROR FACILITY CODE				CODE		18a. PAYMENT WILL BE MADE BY		CODE		13b. RATING	
TEL.				CODE		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER											
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE		24. AMOUNT	
		SEE SCHEDULE									
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED											
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED											
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>						29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:					

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

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

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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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

Section SF 1449 - CONTINUATION SHEET

PWSSTATEMENT OF WORK**Performance Work Statement (PWS) Education Legal Services**

Contract Type: Indefinite-Delivery Indefinite-Quantity (IDIQ). Task orders issued under this IDIQ contract for services in support of this requirement will be Time and Material orders.

Date: 1 August 2008

1.0 Introduction

1.1 ORGANIZATION:

The Defense Institute of International Legal Studies (DIILS) Newport, RI,

1.1.1. MISSION

DIILS is a Joint Agency Activity, reporting to the Director, Defense Security Cooperation Agency (DSCA). DIILS is responsible for managing, directing and performing Security Assistance Training (SAT) in CONUS and OCONUS locations in support of legally related Security Assistance missions and U.S. foreign policy. The DIILS mission includes forming, preparing, deploying, sustaining, and redeploying Security Assistance Legal Education programs in the form of Mobile Education Teams (METs), Resident Courses, and other CONUS training. METs are composed of officers (active-duty and reserve personnel) and civilians from the military departments and the U.S. Coast Guard, other executive branch agencies, and prominent civilian legal experts. METs provide legal education seminars for international students at locations outside of the United States. DIILS Resident Courses are presented to international students in the United States using active duty, civilian personnel, and contractor personnel for curriculum development, instruction, and administration.

1.2 OBJECTIVES AND BACKGROUND

1.2.1 OBJECTIVES

The objective of DIILS education programs is to provide quality professional legal education and training to international military members, international civilian government officials and other related officials in furtherance of U.S. national security and foreign policy objectives. DIILS education programs are designed to foster internationally recognized principles of human rights, disciplined military operations, and to promote recognition and respect of rule of law principles, and civilian control of the military.

The contractor shall provide legal education services including curriculum development and editing, legal education program planning, instruction, facilitation, logistics management, technical and management assistance (including program management services), transportation services and administrative assistance to DIILS.

1.2.2 BACKGROUND

The Defense Security Cooperation Agency (DSCA) has recognized the interoperability benefits to the U.S. to have probable coalition partners and other international partners grounded in legal principles in accordance with the rule of law. Nations that understand and implement the rule of law in their military operations are more professional and therefore more capable coalition partners and allies. Accordingly, DSCA has directed DIILS to conduct legally related education programs that support the objectives listed above. These education programs, given their subject matter and heavy emphasis on rule of law and humanitarian law principles, are approved for Expanded International Military Education and Training funds appropriated by Congress. DIILS programs are also operated under other funding such as the Department of Defense Combating Terrorism Fellowship program, Warsaw Initiative Funds and

appropriate funds administered by U.S. combatant commanders. Assistance is needed from personnel with the legally-related background required to develop the legally-related curriculum, to identify and acquire instructors, instruct, integrate, and manage and support student personnel within the Resident Course Program. This Performance Work Statement for Legal Education Services is designed to allow the contractor to provide the support of competent highly qualified instructors, instructor coordinators, program managers, logistics managers, administrative assistants, student administrators (International Military Student Officers – IMSOs), drivers, and technical support personnel with the necessary background, skill and expertise to develop, produce and deliver legally related education services that support the DIILS mission.

Education program instruction is provided by DIILS staff, military and civilian staff, staff from other U.S. government agencies, and by instructors working under contract. Instructors working under contract include the following:

- a) Course instructors for the assigned DIILS resident course provide critical continuity, expertise and consistency in the presentation of the course curriculum. Course instructors facilitate practical small group exercises through the course; therefore they typically participate throughout the course for continuity and cohesiveness of instruction, tying together the regular instruction with the guest speakers and eliminate useless repetition. Course instructors are included in the “Instructor” labor category described in paragraph 2.1.9.
- b) Subject Matter Guest Instructors provide instruction for portions of DIILS legal education programs. Guest Instructors are included in the “Instructor” labor category described in paragraph 2.1.9.
- c) Program Instructors (described as a separate labor category in paragraph 2.1.10) serve for the duration of a DIILS Education program and provide assistance and recommendation regarding course design and planning
- d) Lead Instructors (described as a separate labor category in paragraph 2.1.11) serve for the duration of a DIILS Education program, provide assistance and recommendations regarding course design and planning, and provide program guidance and supervision to international students.
- e) Distinguished Instructors (described in a separate labor category in paragraph 2.1.12) are highly qualified instructors with significant subject matter expertise who teach for a portion of a DIILS education program.

Mobile Education Team (MET) activities are primarily managed by DIILS Regional Program Directors (RPDs), under the oversight of the DIILS Director and Deputy Directors, and are led in the field by DIILS International Operations Officers (IOOs). The IOOs lead a team of subject matter expert instructors to present seminars of one or more weeks to an international audience at locations outside the United States. Contract personnel support for DIILS METs could include, but is not limited to, provision of MET subject matter team members or development of curriculum to be used on METs.

DIILS resident courses are typically presented primarily at Naval Station Newport, Rhode Island, with various field visit sites in the United States.

DIILS resident courses are primarily managed by the DIILS Resident Course Director under the oversight of the DIILS Director and Deputy Directors. A substantial portion of the logistics support for these courses including arrangements for student administration, housing in base facilities, conference center facilities, participant transportation, course events, field studies activities (see Department of Defense Instruction 5410.17 dated 15 September 2006), course materials and alumni follow-up programs will be provided by the contractor. The following is a description of the current and planned DIILS resident courses. The following course descriptions are provided for planning and as an indication of the scope and complexity of the work. Their appearance in this Work Statement is not a commitment that DIILS will conduct any listed course or that the listed courses will not be restructured, revised, modified or cancelled for any reason completely in the Government’s discretion.

1.2.2.1 Conducting Stability and Peacekeeping Operations in accordance with the Rule of Law (PKRL) is a six-week course conducted once in the October –November time frame and once in the April - May time frame at Naval

Station Newport Rhode Island. Each PKRL course includes a 4-day visit to New York City to include but not limited to briefings for relevant personnel at the United Nations and Field Studies activities and a 5-day visit to Washington D.C to include but not limited to briefings from selected U.S. officials and Field Studies activities. PKRL has typically been taught by two contract employee course instructors, several contract employee subject matter expert guest instructors augmented by one or more government employee instructors. A contract employee serves as the Lead Instructor but does not have supervisory authority over government employee instructors. The class is composed of an average of 20 international military officers and civilian officials but class size may vary greatly. The PKRL course provides students with approximately 300 hours of classroom lecture presentations, field visits, and discussion group academic exercises. A preexisting highly detailed and specialized curriculum consisting of more than 50 separate topics delivered in 50 or 100 minute blocks of instruction and accompanying practical exercises must be reviewed and updated by legal and peacekeeping subject matter experts prior to each class iteration to incorporate recent developments in international law and international organization, doctrine, strategy and policy for stability and peacekeeping operations. PKRL is scheduled to begin on 13 October 2008 with course preparation work beginning on or about 1 August 2008.

1.2.2.2 Peacekeeping for Decision Makers is a two-week course typically taught once per year the July time frame at the Naval Station Newport Rhode Island Harbor Island Conference Center. The course also includes a 4-day visit to New York City to include briefings by UN and associated personnel and Field Studies activities. PKLD has typically been taught by two contract employee course instructors, several contract employee subject matter expert guest instructors augmented by one or more government employee instructors. The class is typically composed of an average of 15 international military members and civilian officials, but class size may vary greatly. The PKLD course provides students with approximately 100 hours of classroom lecture presentations, field visits and discussion group academic exercises. A preexisting specialized and highly detailed curriculum consisting of more than 20 separate topics delivered in 50 or 100 minute blocks of instruction must be reviewed and updated by legal and peacekeeping subject matter experts as needed prior to every class iteration to incorporate recent developments in international law and international organization, doctrine, strategy and policy for stability and peacekeeping operations.

1.2.2.3 Military Law Development Program is offered for ten weeks in the October/November/December time frame and for twelve weeks in the April/May /June time frame of each year to approximately 7-10 international military officers and civilian officials who act as military legal advisors; class size may vary. MLDP students also participate in the PKRL and in other DIILS resident courses and courses taught at the Naval Justice School by active duty Naval Justice School instructors. Portions of MLDP that do not include other courses mentioned above are taught by a DIILS government employee with contractor assistance for limited special projects such as individual student tutoring on comparative military justice systems. Logistics and student support is contractor provided.

1.2.2.4 International Law of Military Operations (I-LOMO) is a specialized two-week course for legal advisors who provide advice to military commanders on the conduct of military operations in accordance with international rule of law. I-LOMO is offered each year in June. I-LOMO is taught primarily by government employees to approximately 20 international military members or civilian officials and has not relied in the past on contract instructors. Logistics and student support is contractor provided.

1.2.2.5 Legal Aspects of Combating Terrorism (LCT) is a two-week course on the legal aspects of military and law enforcement prevention and response to terrorism offered each year in the May time frame to approximately 35 international military members or civilian officials. LCT includes a 4-day field visit to New York City which includes guest instructor lectures and Field Studies activity tours. The lead instructor and several of the other instructors are government employees. Contract employees may be required to serve as course and subject matter expert guest instructors and participate as small group discussion facilitators. The last offering off this course required approximately 100 instructor hours. The number of instructor hours needed for future courses may vary greatly. Logistics and student support is contractor provided.

1.2.2.6 Legal Aspects of Combating Corruption (LCC) is a two-week course on the legal aspects of preventing, discovering and prosecuting corruption and the corresponding governmental support systems offered in the

December time frame of each year to approximately 20 international military members or civilian officials. Class size may vary greatly. LCC includes a 4-day field visit to Washington D.C. which includes guest instructor lectures and Field Studies activity tours. The lead instructor and several of the other instructors are government employees. Contract employees may be required to serve as course and guest instructors and participate as small group discussion facilitators. The last offering of this course required approximately 150 instructor hours. Logistics and student support is contractor provided.

1.2.2.7 Legal Aspects of Stability Operations (LASO) is projected to be a two-week course on the legal aspects of stability operations such as humanitarian relief and rule of law assistance operations scheduled for the July 2009 time frame. The lead instructor is a government employee. Contract employees may be required to serve as course and guest instructors. It is estimated that there will be 15 international military members and civilian officials participating in LASO; class size may vary. This course may or may not replace Peacekeeping for Decision Makers. Logistics and student support is contractor provided.

1.3 DEFINITIONS.

Performance Requirements are expressed in this contract 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.

Performance Measures and Standards usage under this contract. 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.

Contracting Officer (KO). A person duly appointed with the authority to enter into and administer contracts on behalf of the U.S. Government.

Contracting Officer's Representative (COR). An individual designated in writing by the Contracting Officer to perform as an authorized representative of the Contracting Officer to perform specific contract administrative functions within the scope and limitations as defined by the Contracting Officer.

Government Furnished Property (GFP). Property in the possession of, or directly acquired by the Government and subsequently made available to the contractor.

Government Property. All property owned or leased to the Government or acquired by the Government under the terms of the contract. Government property includes both Government furnished property and contractor acquired property as defined in FAR 45.101.

Government Material. All material that may be incorporated into or attached to a deliverable end item or that may be consumed or expended in performing a contract, i.e., raw and processed materials, small tools, supplies component parts, raw and processed materials.

1.4 CONTRACT PERFORMANCE

Work is to be accomplished for the government under the contract oversight of the DSCA Business Office/Contracting Office (DBO/CON) and the DIILS Contracting Officer's Representative (COR) located at Newport, Rhode Island. Certification by the Government of satisfactory services provided is contingent upon the contractor performing in accordance with the terms and conditions of this Performance Work Statement (PWS), resulting contract, and all subsequent Task Orders, modifications and amendments.

1.5 CONTRACT TYPE

Indefinite-Delivery Indefinite-Quantity (IDIQ). Task orders issued under this IDIQ contract for services in support of this requirement will be Time and Material orders.

1.6 Government Responsibilities

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).

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.

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.

1.7 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.

1.8 Estimated Value

The minimum value of this IDIQ contract (base year + four option years) shall be one hundred dollars (\$ 100.00). The awardee shall be guaranteed a minimum quantity of one hundred dollars (\$ 100.00) to ensure binding of the contract.

1.9 Ordering Procedures

1.9.1 General.

a. Ordering under the contract is authorized to meet the needs of the Defense Institute of International Legal Studies (DIILS).

1.9.2 Pricing

a. All task orders awarded, on a Time and Materials basis, will be priced in accordance with the pricing set forth in the Rates Tables of the contract.

1.9.3 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.

1.10 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.

2.0 TECHNICAL REQUIREMENTS

2.1 SCOPE OF WORK

This statement of work consists of multiple tasks, as outlined below. DIILS requires the organization and delivery of specialized legal education programs and associated administrative and technical support for seminars and courses both in and out of the United States. Programs vary in length up to 12 weeks. DIILS legal education programs require the development of legal education program plans, curriculum, and instruction. DIILS legal education programs also require administrative and logistical support that includes planning and arranging for legal education program sites, materials, student social events, alumni-related services and student services such as transportation and housing. The labor categories described below are not necessarily intended to be full time positions assigned to one person. The contractor may assign several of the tasks described below to a single individual and more than one individual may perform tasks described. Cohesiveness and continuity of services is a high priority. In many cases this will benefit the government. For example, the individual assigned as “Lead Instructor” may also be assigned as “Curriculum Developer”, or an individual assigned to provide “Resident Course Student Support” may also be assigned to perform “Logistics Management.” Hours performed are charged according to the category of work performed.

2.1.1 PROGRAM MANAGEMENT.

Program Management is needed to plan, coordinate, and ensure delivery of contractor support of DIILS legal education programs according to a schedule and within a budget set by DIILS. Program Management of contractor operations in support of DIILS legal education programs include the supervision and scheduling of contractor personnel, billing, progress reports and recruitment of contractor personnel. (As noted in paragraph 2.5 of the PWS, key personnel must be approved by DIILS.)

QUALIFICATIONS: Shall have substantive experience in a training environment. Experience in at least two of the following areas: personnel management; administration; logistics planning and management; protocol; public affairs; or political-military affairs is desirable. The Project Manager shall possess the highest standards of personal deportment, judgment, demonstrated organizational abilities, and outstanding communications skills. The Project Manager acts as the single point of contact for all activities with the COR for this contract. The COR is the point of contact for the Project Manager. Excellent written and oral communications skills are required. The Project Manager should be a subject matter expert on contracting and/or budgeting operations. The Project Manager should welcome challenges and change and be able to respond quickly to changes of direction.

OBJECTIVE: Provide progress reports every two weeks, or as frequently as needed, immediately prior to and during courses. Execute designated program events and activities per a schedule approved by DIILS.

STANDARD: Performance of Program Management tasks must be accurate, responsive to requirements established under particular statements of work and delivered in accordance with established schedules.

MEASURE: Performance will be measured through periodic inspection by Contracting Officer’s Representative (COR) for accuracy, responsiveness, and timeliness and by quality assurance questionnaires solicited from DIILS students and government instructors.

2.1.2 RESIDENT COURSE STUDENT SUPPORT

DIILS requires contractor support to assist the DIILS International Military Student Officer (IMSO) to coordinate with U.S. Security Assistance Officers (SAOs), or their staff working in U.S. embassies, in making arrangements to receive and support international students selected to attend DIILS Resident courses. Coordination with SAOs is accomplished using telephone, email, and web based media such as the Security Assistance Network (SAN) and the Regional International Outreach (RIO) network. DIILS also requires a variety of additional student support services prior to and during Resident Courses. Resident Course student support tasks specified in task orders, or other requests for services, may include the following:

- (a) Track projected students through the Security Assistance Network (SAN) as well as with using telephone and e-mail to Security Assistance Offices and previous training pipeline commands;
- (b) Send “Welcome” e-mails to prospective countries’ Security Assistance Offices at U.S. Embassies as well as to previous training pipeline commands;
- (c) Advise Security Assistance Offices at U.S. Embassies of reporting/pay requirements;
- (d) Obtain flight arrival information from Security Assistance Offices and previous training pipeline commands;
- (e) Collect specified personal information about students and maintain an accurate and up- to- date database on students, student nametags and place markers as requested; and produce reports, including, but not limited to, reports required by Army Regulation 12-15,
- (f) Coordinate arrivals and departures for international students at airport;
- (g) Provide orientation of international students regarding local support services such as mess facilities, post office and Navy Exchange/Commissary complex on Naval Station Newport;
- (h) Assist international students with obtaining medical/dental care and coordinate authorization for medical/dental care with relevant agencies;
- (i) Ensure proper and timely pay allowances for international students;
- (j) Arrange for student identification cards, temporary living allowances and mandatory reports to Naval Education and Training Security Assistance Field Activity (NETSAFA);
- (k) Process departure requirements, including obtaining travel tickets;
- (l) Prepare Student Academic Reports and assure proper mailing to Embassies;
- (m) Assist students in preparing shipment of Retained Instructional Materials (RIM) and timely delivery of such materials to postal authorities;
- (n) Prepare a complete and timely “lessons learned” report to DIILS suitable for dissemination;

QUALIFICATIONS: Substantive experience in relevant work experience. Should be experienced working with diverse groups of persons, including mid to senior level military and Government officials Proficiency in Microsoft Office is required. Must be proficient in Microsoft Word.

OBJECTIVE: Complete specified student support tasks when needed to support student education.

STANDARD: Student services tasks must be completed on schedule and should be accurate and responsive to student needs.

MEASURE: Performance will be measured through periodic inspection by Contracting Officer's Representative (COR) for accuracy, responsiveness, and timeliness and by quality assurance questionnaires solicited from DIILS students and instructors.

2.1.3 LOGISTICS MANAGEMENT

DIILS legal education programs require a variety of supplies and services. The contractor shall ensure the completion of logistical tasks not specifically listed in other task descriptions that involve planning, preparing, organizing, managing and arranging for facilities, materials, equipment and services needed for successful delivery and continuation of DIILS legal education programs including design, implementation and improvement of systems for collecting, analyzing, reporting on and dissemination of information regarding DIILS programs. Logistics Management may include making arrangements for vendor services, materials, or equipment within budget and according to a schedule set by DIILS or for travel arrangements for other contract personnel. Actual disbursement of Federal or trust funds or commitment of the U.S. Government to binding obligations will be accomplished by the appropriate Federal employees or military personnel. Logistics Management tasks may include but are not limited to the following:

- (a) Plan, organize and host events related to the course including, but not limited to contacting vendors to provide services, planning menus culturally sensitive to course participants, liaise with venue personnel to insure successful events, advertising of event when deemed appropriate (e.g. recognition dinners, graduation dinners, community outreach lecture);
- (b) Arrange for course student and support personnel travel, lodging, base security access and other accommodations while in Newport, Boston, New York, Washington, DC and other required sites; and provide responses to specific requests by student/staff on issues regarding lodging;
- (c) Provide and ensure working order of electronic equipment necessary (laptop, projector, etc.) for course instruction when traveling off site from Newport to Boston, New York, Washington, DC or elsewhere including when requested making arrangements for commercially available wireless internet services at instruction sites;
- (d) Provide input for monthly reports regarding the DIILS command vehicles used for Resident Courses including verification and institution of service requirements.
- (e) Organize and manage community sponsor program for resident programs to include but not limited to communication with sponsors and planning and hosting social events.
- (f) Make necessary and complete arrangements for tours and visits including transportation and appointments. Provide to students clear and pertinent information on tours and visits and obtain student comments and arrange Naval Station access through Security for Buses used for student transportation;
- (g) Prepare and fax letters to international student's United Nations Missions and Embassies announcing student visits to New York and Washington, DC and facilitate any meetings between international students and said entity;

- (h) Act as escort on all Field Studies Program activities, including, but not limited to field visits to Newport, Boston, Providence, New York, Washington, DC;
- (i) Communicate with former DIILS resident course students, including, but not limited to periodic notices informing DIILS alumni of new course announcements, course dates, and requests for updated information. Upon implementation, rendering assistance with the DIILS RIO network including, but not limited to establishing network, posting documents/messages, managing student base network;
- (j) Update DIILS databases and reports with information concerning resident course participants in coordination with the Resident Course Director;
- (k) Arrange for local transportation for resident course participants to include, but not limited to airport arrival and departure, lunch trips to galley/Officer's Club/restaurants in town, after course hours errand trips (Commissary, Navy Exchange, businesses in town), downtown Newport, course events conducted off Naval Station Newport;
- (l) Coordinate and communicate at the administrative level with commands also hosting international students to provide a network of information and establishment of relationships for future DIILS endeavors.
- (m) Provide when requested advice on communicating information about DIILS education programs.

QUALIFICATIONS: Substantive experience in assisting with the planning, coordination, and execution of complex and multifaceted programs. Working knowledge of various Microsoft computer application programs. Experience in paying close attention to detail in administrative work. Ability to track and follow up on a wide range of tasks and assignments, and to work accurately on routine or repetitive administrative tasks with minimal supervision. Strong writing and communications skills. Excellent organizational skills and a demonstrated ability to prioritize and manage multiple tasks.

OBJECTIVE: All supplies and vendor services required will be available when needed for DIILS legal education programs. Travel arrangements will ensure that contractor personnel are on site when needed. Logistics managers will anticipate DIILS requirements based on general objectives and description of DIILS legal education programs and will make timely recommendations for needed supplies and services

STANDARD: Performance of logistics management tasks must be proactive and timely, resulting in arrangements that enhance the quality of legal education to international students. Logistics managers should anticipate future logistical requirements and make timely recommendations for meeting those requirements.

MEASURE: Performance will be measured through periodic inspection by Contracting Officer's Representative (COR) for accuracy, responsiveness, and timeliness.

2.1.4 ADMINISTRATIVE ASSISTANCE.

The contractor shall provide administrative assistance in the areas of Program Management, Resident Course Student Support, and Logistics Management functions of DIILS legal education programs. Carrying out this assistance may include, but is not limited to typing, word and data processing, preparation of reports, mailing, filing, organizing, and other tasks responding to the daily administrative needs of the students and staff involved in the

preparation and delivery of DIILS legal education programs. DIILS may also require general administrative support for other operations.

Qualifications: Strong administrative support experience. Strong writing and communications skills. Excellent organizational skills and a demonstrated ability to manage multiple tasks. Computer literacy including strong MS Word skills, specifically Excel, PowerPoint, Word, Outlook, Project. Experience using Internet and databases.

OBJECTIVE: Support Program Managers, Logistics Managers, and IMSOs in carrying out tasks that do not require administrative planning. Provide general administrative support for DIILS operations.

STANDARD: Administrative assistance must be accurate, responsive to requirements established under particular statements of work and delivered in accordance with established schedules.

MEASURE: Performance will be measured through periodic inspection by Contracting Officer's Representative (COR) for accuracy, responsiveness, consistency, and timeliness and by quality assurance questionnaires solicited from DIILS students.

2.1.5 TECHNICAL SUPPORT.

DIILS programs rely on technology such as lap top computers, wireless internet systems, and electronic audio visual systems to provide high quality education programs for international students. The contractor shall provide information technology support in the following general areas: a) Installation, operation, and maintenance of equipment and systems; b) Training and technical support for students and staff; c) Technical recommendations regarding purchase, repair and updating computer software, and hardware; d) Coordination with other technical support personnel associated with DIILS to ensure conformity with systems requirements; e) Use of technology to prepare and print for distribution education program related materials.

QUALIFICATIONS: Knowledge of, and proficiency in, computer software and programs, including the entire Microsoft Office Suite. Detail oriented and possess excellent writing and communication skills. Be equally comfortable working independently or on a team. Ability to work with others from different cultures.

OBJECTIVE: Use technology to enhance DIILS legal education programs and increase efficiency of operations.

STANDARD: Technical support should deploy technology systems that do not malfunction and are easy for students and staff to learn and use. Systems used will be compatible with other DIILS systems and must conform to systems requirements established by DIILS.

MEASURE: Performance will be measured through periodic inspection by Contracting Officer's Representative (COR) for accuracy, responsiveness, and timeliness and by quality assurance questionnaires solicited from DIILS students.

2.1.6 DRIVING

DIILS resident courses require transportation of international students and other contractor and government personnel. The contractor will provide safe, reliable, and comfortable transportation services in vehicles provided by the Government or when authorized by specific task order in vehicles provided by the contractor. Government vehicles cannot be used for domicile-to-work transportation. Use of vehicles for domicile to work transportation or other abuse of government vehicles is strictly limited. DOD 4500.36-R, Chapter 4.

QUALIFICATIONS: See 2.4.2.3. In addition to meeting the requirements in law and regulation for contractor operation of government-owned or leased motor vehicles, see e.g., DOD 4500.36-R; 41 CFR 102-34.230; FAR 51.202, must have ability to effectively communicate with staff and students regarding transportation arrangements and schedules.

OBJECTIVE: Safe and timely movement of DIILS international students as directed.

STANDARD: Performance of transportation services must be safe, reliable, and delivered according to established schedules. Drivers must receive at least an average score of 4 on a 5 point scale on quality assurance questionnaires solicited from DIILS students.

MEASURE: Performance will be measured through periodic inspection by Contracting Officer's Representative (COR) for accuracy, responsiveness, and timeliness and by quality assurance questionnaires solicited from DIILS students.

2.1.7 CURRICULUM DEVELOPMENT

The contractor shall support DIILS curriculum development by providing students with written legal and legally related materials such as study guides, text materials and lecture notes that students use in class, and as reference materials. DIILS curriculum materials are typically extensive and often include intricate exercises that promote student comprehension of key concepts. Contractor support to curriculum development involves the planning, development and writing of legally related curriculum within specific legal education guidelines and objectives provided by DIILS. This curriculum must not only be up-to-date, it must be written in a manner that is easily understood by students for whom English is a second language. The materials must be able to express often complicated legal, diplomatic, political, and operational concepts in a manner that will be easily understood by lawyers, non-lawyers, and military officers who are not familiar with either the law or the specific types of military operations being addressed by the course. Materials must be organized to both promote the learning objectives of the course(s) and ensure the appropriate sequential flow of the course. Study materials may contain, as appendices, key legal documents or professional papers or treatises that can be used by the student for reference in class or during independent study. The contractor must sometimes work collaboratively with other developers and guest speakers to ensure that DIILS education objectives are achieved. Curriculum development includes correcting any discrepancies from education guidelines identified by DIILS staff.

QUALIFICATIONS: A law degree or an advanced degree in a related field (e.g., political science, international relations or development studies). Doctorate preferred. Demonstrated skill and experience developing and implementing programs and curricula.

Ability to manage multiple long-term tasks and competing priorities, while working with multi-disciplinary teams. Excellent communication and inter-personal skills, including the ability to effectively communicate in person and in writing, and diplomatically manage working relationships with internal and external colleagues. Strong writing skills, including prior technical writing and event reporting and editing experience. Understanding of the U.S. policy environment and U.S. Department of Defense, especially important is an understanding of U.S. foreign and security policy. Experience conducting original research in an academic environment. Understanding of security issues, especially those that affect national and human security, governance, and capacity-building in foreign countries.

OBJECTIVE: Legal curriculum requested should adhere to education guidelines provided by DIILS and will be available when needed for DIILS education programs.

STANDARD: Curriculum materials submitted should adhere to specific education guidelines provided by DIILS. These guidelines require that DIILS legal education materials be technically accurate including in conformance with current Department of Defense Directives, Regulations and policy and doctrinal guidance, and up to date. There should be no more than three discrepancies from DIILS education content guidelines per 20 pages identified by DIILS staff and returned for correction.

MEASURE: Performance will be measured through periodic inspection by Contracting Officer's Representative (COR) for accuracy, instructional effectiveness, and consistency with DIILS guidelines.

2.1.8 WRITTEN MATERIAL PRODUCTION

DIILS requires assistance in preparation and printing of written materials for use by students and others associated with DIILS resident courses. The contractor shall provide employees who are familiar with the standard format and style for DIILS curriculum and other written materials. Errors and deviation from format in curriculum materials given to students and other materials associated with DIILS Education Programs is unacceptable. The contractor will ensure that the work of the curriculum developers and others creating written materials adhere to these style and format guidelines. Material production includes correcting any discrepancies from format guidelines identified by DIILS staff. The contractor will also compile and format materials and make arrangement for printing and distribution to students. The contractor may be required to submit materials to a government printing office using procedures established by that office. The work of Written Materials Production may include but is not limited to the following:

- (a) Review, format and edit curriculum (both written and PowerPoint) for the DIILS Legal Education Programs;
- (b) Make arrangements for course materials to be printed and distributed to course participants, including, but not limited to written study guides, PowerPoint Slides, exercise books. Most materials are also provided on CD or DVD in a format not allowing alteration;

(c) Act as course photographer for all course events to include, but not limited to classroom lectures, individual photographs, official class photo, social events (sponsor dinner, student mixer, graduation dinner), and Field Studies Programs and trips (Newport, Providence, Boston, New York, Washington, DC);

(d) Manage production of student 'yearbook' (course photos, contact information, DIILS information, course schedule, etc.) given to students participating in DIILS legal education programs;

(e) Make recommendations for design and production of graduation material (ceremony program, course completion certificate, audio visual materials); and

(f) Make recommendations for design and produce DIILS program information publications and brochures and update and produce materials used by DIILS personnel to provide information about DIILS programs including but not limited to brochures, course schedules, and regional areas reference of former students including anecdotal information.

The contractor may be tasked to distribute the materials described above through electronic media.

QUALIFICATIONS: Substantive experience in a relevant field or applicable work experience. Strong administrative support experience. Excellent organizational skills and a demonstrated ability to manage multiple tasks. Proficiency in Microsoft Office applications. Strong writing and communications skills. Event-planning or other logistical experience is desired.

OBJECTIVE: Curriculum requested will be delivered on schedule error free when needed by DIILS international students in specified format and quantity. Materials with errors will be returned for correction.

STANDARD: There will be on average no more than one typographical or formatting error per page indentified by DIILS staff and returned to contractor for correction. Materials requested will be delivered when specified.

MEASURE: Performance will be measured through periodic inspection by Contracting Officer's Representative (COR) for accuracy, consistency with DIILS format guidelines and timelines of delivery.

2.1.9 INSTRUCTION

The contractor shall provide knowledgeable and experienced instructors, including course instructors and guest instructors, for designated DIILS legal education programs. Instructors will be required to communicate with students who are not native English speakers. Instruction will cover legal, diplomatic, political, and operational concepts and ideas that are difficult to understand by non-native English speakers and must be carefully explained to lawyer and non lawyer international students. Instruction should take into account and include where appropriate reference to U.S. government positions and actions and the positions and actions of other countries. Instruction may include providing well informed and relevant responses to student questions and leading students in organized discussion education exercises or commenting on probable future developments in the course subject area.

QUALIFICATIONS: Subject matter expertise, specialized education related to the topic involved, and be qualified to teach and prepare lessons in one or more of the following: international relations, international law, administrative law, and other specialized areas of the law applicable to military, stability and peacekeeping operations, international coalition military operations, certain international organizations, military doctrine and organization and current lessons learned from previous military operations, stability and peacekeeping operations and other rule of law related topics. Personnel providing primarily legal instruction, excluding Guest and Distinguished Instructors, should hold a Juris Doctorate degree and be a member in good standing with the attorney

license authority of a state or territory of the U.S. District of Colombia, or Commonwealth of Puerto Rico and licensed to practice law, e.g. in one of the above described entities in a state or province. Persons providing instruction on non legal topics should have an equivalent related professional degree and/or extensive work experience related to assigned topic area.

OBJECTIVE: Provide instruction that will teach students how to apply legal principles and concepts to military operations in accordance with specified legal education program goals. Instruction should promote student discussions and allow for question/answer sessions with students.

STANDARD: International students will comprehend the instructor's oral communication and will be able to apply the knowledge provided to them to situations that they are likely to face in their future career assignments.

MEASURE: Performance will be measured through periodic inspection by Contracting Officer's Representatives (COR) for accuracy, educational effectiveness, and consistency with DIILS legal education goals. Performance will also be measured by quality assurance questionnaires solicited from DIILS students and observations by government personnel.

2.1.10 PROGRAM INSTRUCTION

The contractor shall provide experienced, knowledgeable and experienced classroom instructors for designated DIILS legal education programs. Program Instructors will prepare for and deliver instruction for a substantial portion of a DIILS Resident or MET course. In addition to the tasks listed in paragraph 2.1.9 for Instruction, Program Instructors may be required to assist with course design and planning.

QUALIFICATIONS: Specific subject matter expertise, with specialized education, and extensive experience, including prior experience with DIILS programs and/or comparable academic legal education programs, related to the topic involved, and be qualified to teach and prepare lessons in one or more of the following: international relations, international law, administrative law, and other specialized areas of the law applicable to military, stability and peacekeeping operations, international coalition military operations, certain international organizations, military doctrine and organization and current lessons learned from previous military operations, stability and peacekeeping operations and other rule of law related topics. Personnel providing primarily legal instruction should hold a Juris Doctorate degree and be a member in good standing with the attorney license authority of a state or territory of the U.S. District of Colombia, or Commonwealth of Puerto Rico and licensed to practice law, e.g. in one of the above described entities in a state or province. Persons providing instruction on non legal topics should have an equivalent related professional degree and/or extensive work experience related to assigned topic area.

OBJECTIVE: Provide program instruction that will teach students the legal principles and concepts related to military operations or related activities in accordance with DIILS legal education program goals and specific directives. Program instruction should promote student discussion and answer student questions and should assist students in gaining overall comprehension of the topic being presented by showing the logical connections between sub topics within the curriculum.

STANDARD: International students will be able to apply the knowledge provided to them to situations that they are likely to face in their career assignments. At the conclusion of the legal education program, students will have a general and practical working knowledge of all important aspects of the specific topic being presented.

MEASURE: Performance will be measured through periodic inspection by Contracting Officer's Representatives (COR) for accuracy, educational effectiveness, and consistency with DIILS education goals. Performance will also be measured by quality assurance questionnaires solicited from DIILS students and observations by government personnel.

2.1.11 LEAD INSTRUCTION

The contractor will provide Lead Instructors to manage and lead education activities and supervise contractor instructors for designated DIILS legal education programs, including Resident Courses and MET Seminars. Lead Instructors will coordinate with Instructors and Program Instructors to prepare for and deliver instruction for the duration of assigned DIILS legal educational programs and may be required to assist with course design and planning. In addition to the tasks listed in paragraph 2.1.9 for Instruction, the Lead Instructor is required to set and control the academic environment and tone for the students and instructors for each designated Resident Course or MET seminar. The Lead Instructor will provide day-to-day classroom student supervision, coordination, and scheduling, and will provide announcements about schedule changes and student education activities. The Lead Instructor will also work and coordinate with Course Instructors, Guest Instructors, Program Instructors, Distinguished Instructors, and course administrators to ensure that the learning objectives of the assigned DIILS education program are met. He or she will use knowledge of all subjects associated with the course taught to coordinate and plan instruction by other instructors. The Lead Instructor is responsible for completing an end of course report that reviews, from his or her perspective, all facets of the course including curriculum, student U.S. orientation activities, and class social activities. The Lead Instructor will prepare and sign or co-sign all student performance reports. Contractor provided Lead Instructors do not have supervisory authority or responsibility over government employees. When requested, the Lead Instructor will make recommendations regarding future education program curriculum topics and education program goals.

QUALIFICATIONS: Subject matter expertise, specialized education related to the topic involved, and be qualified to teach and prepare lessons in one or more of the following: international relations, international law, administrative law, and other specialized areas of the law applicable to military, stability and peacekeeping operations, international coalition military operations, certain international organizations, military doctrine and organization and current lessons learned from previous military operations, stability and peacekeeping operations and other rule of law related topics. Personnel providing primarily legal instruction should hold a Juris Doctorate degree and be a member in good standing with the attorney license authority of a state or territory of the U.S. District of Columbia, or Commonwealth of Puerto Rico and licensed to practice law, e.g. in one of the above described entities in a state or province. Persons providing instruction on non legal topics should have an equivalent related professional degree and/or extensive work experience related to assigned topic area.

OBJECTIVE: Provide instruction that will teach students to apply legal principles and concepts to military operations in accordance with specified legal education program goals. Instruction should promote student discussion and answer student questions and should assist students in gaining overall comprehension of the topic being presented by showing the logical connections between subtopics within the curriculum. Lead Instructors should also provide other contract personnel and students with clear guidance on all aspects of an assigned legal education program including class assignments and upcoming events.

STANDARD: International students will be able to apply the knowledge provided to them to situations that they are likely to face in their career assignments. Legal education program direction and announcements will be easy to understand and carry out by students and staff. Recommendations for legal education program curriculum topics and legal education program goals will be consistent with stated DIILS legal education programs goals.

MEASURE: Performance will be measured through periodic inspection by Contracting Officer's Representative (COR) for accuracy, educational effectiveness, and consistency with DIILS education goals. Performance will also be measured by quality assurance questionnaires solicited from DIILS students and observation by government personnel.

2.1.12 DISTINGUISHED INSTRUCTION

DIILS legal education programs may require the instructional services of highly qualified instructors who draw on their current unique personal experience or extensive knowledge about a topic of relevance to provide highly specialized instruction not within the capabilities of other instructors who lack the special qualifications of a Distinguished Instructor. Such instructors are often distinguished by their prior career assignments, personal experience and/or their extensive research and writing in a particular subject area. The contractor may be tasked to propose individuals to serve as Distinguished Instructors. Contractor may either contract with them after approval by the Government or assist the Government in securing their services. Distinguished Instructors will normally be employed for a more limited portion of a DIILS legal education program.

OBJECTIVE: Provide instruction that will teach students to apply legal principles and concepts to all types of government and military and other governmental operations in accordance with specified legal education program goals. Instruction should promote student discussion and answer student questions. Distinguished Instructors should summarize and explain personal experience or research findings in a way that gives students insight into a particular topic area.

STANDARD: International students will be able to apply the knowledge provided to them to situations that they are likely to face throughout their careers. Students will gain an understanding of a topic that is not available to them through general research and which is consistent with stated DIILS educational goals.

MEASURE: Performance will be measured through periodic inspection by Contracting Officer's Representative (COR) for accuracy, educational effectiveness, and consistency with DIILS education goals. Performance will also be measured by quality assurance questionnaires solicited from DIILS students.

2.1.13 GUEST AND DISTINGUISHED INSTRUCTOR COORDINATION

DIILS legal education programs cover a wide variety of complex and sophisticated topics. Most topics will be instructed by DIILS staff or contract staff assigned as instructors for the duration of a legal education program. In some cases, it will be more beneficial to students to obtain other subject matter experts to provide guest instruction or Distinguished Instruction on particular topics. The contractor shall review legal education program plans to identify topics that would be best instructed by a guest instructor. The contractor will have a pre-existing, well developed network of contacts in "think tanks," government agencies, university faculties, U.S. War Colleges, international and military related agencies and other military school commands to draw upon for suitable guest and distinguished instructors. The contractor should then recommend said relevant and knowledgeable subject matter expert guest instructors or guest distinguished instructors. If the recommendation is approved by the COR, the contractor shall make necessary arrangements to ensure topical and relevant guest instruction according to schedule. Arrangements may include oral or written communication to assist the guest instructor to tailor their presentation to DIILS legal education programs and DIILS students.

OBJECTIVE: Selection of highly qualified and relevant guest instructors and distinguished instructors who are subject matter experts who further DIILS legal education goals.

STANDARD: Guest instructors' expertise and experience should be closely related to the program topic. Guest instructors should understand the legal education goals of the legal education program and their assigned presentation so that they may adapt their presentation to achieve those goals. DIILS reserves the right to reject a selected guest or distinguished instructor.

MEASURE: Performance will be measured through periodic observation and inspection by Contracting Officer's Representative (COR) for Guest Speaker instruction that is consistent with DIILS legal education goals. Performance will also be measured by quality assurance questionnaires solicited from DIILS students and observations by government personnel.

2.2 CRITERIA FOR ACCEPTANCE

Legal education program activities of the contractor must adhere to specific Task Order Statements of Work.

2.3 SCHEDULE

The following course schedule is provided for planning purposes only and is not a commitment that the Government will conduct any course to this schedule.

Conducting Stability and Peacekeeping Operations in accordance with the Rule of Law (PKRL) six-week course held in the October/November time frame and once in the April/May time frame.

Peacekeeping for Decision Makers is a two-week course typically held once a year in the July timeframe.

Military Law Development Program is a 10 week course held in the October/November/December timeframe, and 12 weeks in the April/May/June timeframe.

International Law of Military Operations (I-LOMO) is a two-week course held in the June timeframe.

Legal Aspects of Combating Terrorism is a two-week course held in the May timeframe.

Legal Aspects of Combating Corruption (LCC) is a two-week course held in the December timeframe.

Legal Aspects of Stability Operations (LASO) is a two-week course held in the July timeframe.

2.4 EXPERTISE

The contractor is responsible to provide experienced and trained personnel in the following categories:

2.4.1 Analytical

2.4.1.1 Instructors and Curriculum Developers must have subject matter expertise, specialized education related to the topic involved, and be qualified to teach and prepare lessons in one or more of the following: international relations, international law, administrative law, and other specialized areas of the law applicable to military, stability and peacekeeping operations, international coalition military operations, certain international organizations, military doctrine and organization and current lessons learned from previous military operations, stability and peacekeeping operations and other rule of law related topics. Personnel providing primarily legal instruction, excluding Guest and Distinguished Instructors, should hold a Juris Doctor degree and be a member in good standing with the attorney licensing authority of a state or territory of the U.S., the District of Columbia, or the Commonwealth of Puerto Rico, i.e., licensed to practice law in active status, in one of the above described entities. Instructors must be able to easily communicate with students for whom English is a second language. They must be able to teach complex legal, diplomatic, political and operational concepts and ideas in a way that is easily

understood by lawyers, non-lawyers and/or military officers not familiar with the particular law or types of military operations being discussed. Instructors should be familiar with how the topics they are addressing have impacted the countries represented by the student body and be able to incorporate these international similarities and differences in their instruction in a diplomatically sensitive manner. They must also be aware of the U.S. government's official position in the subject area and be able to explain the position to students.

2.4.1.2 Program Instructors, Lead Instructors, Guest Instructor Coordinators should also have expertise and experience teaching the topics listed above in paragraph 2.4.1.1 to international students. In addition they must have detailed knowledge of relevant professional literature in their assigned area of expertise and must be able to identify and make contact with other experts for purposes of recruiting guest instructors. Furthermore, it is essential that they have substantial prior experience teaching and developing legally focused education programs to international students consistent with DIILS legal education objectives and instructional methodology or a comparable academic institution. These personnel must have prior experience to show that they can design and carryout a logically organized comprehensive course of instruction to international students.

2.4.1.3 Distinguished Instructors should have the same expertise as instructors listed in paragraph 2.4.1.1 plus unique insights based on relevant and extensive research or experience.

2.4.1.4 Written Material Production personnel will be proficient with Microsoft Word and PowerPoint software and will have substantial experience editing and producing curriculum and other materials for legally focused education programs to international students consistent with DIILS legal education objectives and instructional methodology or comparable academic institutions.

2.4.2 Functional

2.4.2.1. Logistics Management and Resident Course Student Support personnel must be able to demonstrate, through prior experience, ability to organize and implement a complex and multi-faceted legal education program for international students that that integrates academic and extracurricular activities in a way that not only imparts the academic subject matter but also enables international students to adjust to and understand U.S. culture and values. In providing Logistics Management tasks, the contractor must be familiar with Federal laws and regulations such as the Competition in Contracting Act, the Privacy Act, and security regulations. They must also have extensive familiarity with government rules and procedures regarding international student management for U.S. security assistance programs and must have prior experience working with scheduling, planning and purchasing and other business operations in support of security assistance education programs including procedures associated with the Field Studies Program. It is essential that they have prior experience demonstrating cross-cultural sensitivity and communication skills needed for working with, assisting and guiding international students. They must also be familiar with procedures for acquiring support services within the government supply system and from local commercial sources.

2.4.2.2 Within a year of award of this contract, at least one contract employee working in the area of Resident Course Student Support shall have completed the Defense Institute of Security Assistance Management Training Officer course for certification of International Military Student Officers (IMSO).

2.4.2.3 Administrative support personnel should have general knowledge of office procedures and Microsoft Office software.

2.4.2.4 Contractor may be responsible for transport per Paragraph 2.1.6. Contractor is responsible for ensuring that any motor vehicle operator is fully licensed and insured for the operation of that motor vehicle up to and including a 12-passenger van.

2.4.3 Technical – Personnel provided should have knowledge of computer software and hardware systems.

2.5 KEY PERSONNEL

The contractor may be required by the government to provide resumes of all proposed key personnel in response to this PWS and all subsequent contract modifications. Key personnel are defined as persons who will have responsibility in the following areas: logistics management, resident student support, instruction, program instruction, distinguished instruction and lead instruction. The resumes must identify all proposed personnel and their proposed role in the execution of this PWS as well as detailed information regarding the education and experience supporting their subject matter expertise. DIILS may decline any proposed key personnel. Specific persons assigned to key positions may not be removed from tasks assigned under the contract without written acknowledgement from the DIILS COR. In the event of a substitution or change in key personnel, the Contractor shall hire equally or better qualified personnel and the DIILS COR must approve the change in advance of the hire.

2.6 MATERIALS

Written materials produced by the contractor under this contract are the property of DIILS. The contractor will not seek to establish copyright for these materials. DIILS may seek assignment of copyright in specific and rare cases for written materials produced by the contractor under this contract. Any materials not consumed are to be stored for later use at the DIILS building unless otherwise specified.

3.0 GOVERNMENT FURNISHED RESOURCES

The government will provide office spaces, equipment, and supplies for contract employees to the extent specifically identified in a task order or statement of work. The Government may also provide motor vehicles for transport as per Paragraph 2.1.6. Contractor use of any government-furnished space, facilities, or equipment will be in accordance with Government regulations, including, but not limited to, security, inspection and access regulations, and standards of ethical conduct.

4.0 ADMINISTRATIVE CONSIDERATIONS

4.1 POINTS OF CONTACT

4.1.1 DIILS CONTRACTING OFFICER'S REPRESENTATIVE

Commander Elisabeth Jones, JAGC, USN
441 Elliot Avenue
Newport, Rhode Island 02841-1531
401 841 1524 ext 199

Alternate Contracting Officer's Representative
Lisa Clay
441 Elliot Avenue
Newport, Rhode Island 02841-1531
401 841 1524 ext 207

4.1.2 DSCA CONTRACTING OFFICER

Lisa Davis
DSCA/DBOCON-DC
201 12th Street, South, Suite 203
Arlington, VA 22202-4306
703-601-3848, Fax 703-604-6536

4.2 PLACE OF PERFORMANCE

The contract shall be performed at both government facilities at Naval Station, Newport, Rhode Island and legal education program field visitation sites in the United States. Performance may also be requested in selected locations outside the United States. When travel occurs, the contractor shall be reimbursed at government Per Diem rates in accordance with DOD Joint Travel Regulations (JTR). Costs for travel outside of the Continental United States (OCONUS) will be determined on individual task orders. See also, Paragraph 4.5.1.

4.3 HOURS OF OPERATION

DIILS "core" operating hours are from 0800 to 1800 hours. Contractor personnel will take leave in coordination with the DIILS and Federal legal holiday schedule. Work schedules may be adjusted to reflect event requirements. The contractor will establish regulations related to personnel time off and monitor accordingly. Contractor personnel are expected to work flexible hours, which may exceed a normal workweek (FAR 22.103-1) during the duration of each resident course, to include the week prior to and directly preceding a course depending on the specific task.

4.4 DURATION OF TASK

The contractor's support for the base year of this SOW will commence as soon as possible after 1 August 2008, and not exceed 6 months. In addition to the base period, the Government reserves the right to exercise four one-year options. The option years will immediately follow in 12-month periods.

4.5 TRAVEL AND TRAINING

4.5.1 TRAVEL

Actual expenses are limited by the DOD JTR and must be pre-approved by the DIILS COR in a specific Task Delivery Order before travel is accomplished.

4.6 OTHER DIRECT COSTS (ODC)

In order to perform the services described in this PWS the contractor may incur direct costs to purchase supplies and services needed to carry out day-to-day operations, programs, seminars, and other DIILS events. The contractor may obtain, after approval from the COR, such supplies necessary to perform the work described in the PWS. The contractor will, at all times, endeavor to minimize such costs. The contractor will be reimbursed for its allowable direct costs allocable to the contract. For the purpose of reimbursing allowable costs, the term "costs" includes only those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract. All materials acquired by the Contractor for the use or ownership of the government, become the property of the government. Materials may include hardware and software supporting DIILS legal education programs.

4.6.1 Travel costs for the contract work shall not exceed the amounts authorized to government employees under the Joint Travel Regulation.

4.6.2 When DIILS conducts an event outside of the Newport, RI area, the contractor may be reimbursed for incurred costs for items or services purchased directly for the contract that the Contracting Officer has pre-approved. This includes costs for supplies and other support services, to include lodging services, when such items or services are not available through government logistics or procurement systems.

5. SPECIAL INSTRUCTIONS

5.1 GENERAL

All official documents and deliverables described in this PWS and any subsequent amendments or modifications, shall be submitted in writing and electronically in Microsoft Word or Excel format. All deliverables are

government property including but not limited to the following: Instructional materials, Research, Reports, Communications with students and staff, Program information materials.

5.2 Quality Assurance. The government will evaluate the contractor's performance under this contract using the method of surveillance specified in the PWS and based on adherence to guidelines established in Deliverables. When an observation indicates defective performance, the COR will obtain the contractor's representative's initials on the record of the observation. The COR will then submit a Contract Discrepancy Report.

5.3 PROGRESS REPORTS

Progress reports for each Task Order must be submitted to the COR. The Progress Report will be submitted in Microsoft Word or Excel format and will include the following information: Task Order number, dates of period covered, balance of funds and hours for labor categories and balance of funds for other categories; a cumulative total of labor hours expended in each category within the Task Order; a cumulative total of funds expended in each other category within the Task Order; at the conclusion of the period of performance of each Task Order a comparative synopsis of labor expended within the Task Order to all previous Task Orders within the contract option; a narrative review of the work accomplished and hours used to accomplish work under each labor category during the reporting period, significant events during the reporting period, problem areas and recommendations for activity under each labor for the next reporting period. General Program Management, Logistics Management, administrative support and any other work not associated with a specific task must be reported to the DIILS COR in a progress report pertaining to specific task orders and time periods. Progress reports will be used by DIILS to evaluate invoices and are required before invoices will be paid.

5.4 DELIVERY INSTRUCTIONS

All deliverables are government property including but not limited to the following:

- Instructional materials
- Research
- Reports
- Communications with students and staff
- Program information materials.

Schedule of Deliverables: The contractor will work with the government team and assist in the timely delivery of products, as described in the task order. Adherence to the schedule will be confirmed by the COR on a monthly basis.

All deliverables shall be delivered to the COR or other designated DIILS personnel no later than the date specified in this PWS or specific Task Orders.

5.5 INSPECTION AND ACCEPTANCE

In the absence of other agreements negotiated with respect to time provided for government review, deliverables will normally be inspected and the contractor notified of the COR's findings within 15 workdays of receipt of invoice for said deliverables. DIILS reserves the right to reject or require correction to any deliverable that does not meet the requirements of the PWS or Task Order, or are found to be contrary to the information contained in the contractor's accepted proposal. In the event of a rejected deliverable, the COR will notify the contractor in as to the specific reasons the deliverable was rejected. The contractor will have 10 business days to correct the rejected deliverable and return it to the COR.

5.6 PAYMENT SCHEDULE

Invoices will be submitted to the COR for approval and certification prior to submitting to the corresponding DFAS office. Invoices will be submitted to the COR after completion of work accomplished over no less than a two week

period. Invoices will be accompanied by relevant progress reports specified in paragraph. The COR is responsible for submitting a DD 250 to certify all invoices.

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

HQ0013-08-R-0007

Education Support for Defense Institute for International Legal Studies

**DUE: BY THE CLOSING DATE AND TIME AS
ADVERTISED ON THE FRONT OF THE SF 1449**

(Note: Complete questionnaire and fax to Janet Szatmary @ 703-602-1671, no cover sheet required)

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:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Tasks LH FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881		Labor Hours		
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Program Management LH Contractor shall provide services in accordance with Paragraph 2.1.1 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881	245	Labor Hours		
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Resident Course Student Support LH	520	Labor Hours		
				TOT ESTIMATED PRICE	
				CEILING PRICE	

Contractor shall provide services in accordance with Paragraph 2.1.2 of the PWS
 FOB: Destination
 PURCHASE REQUEST NUMBER: N4128208RCRD881

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	LOGISTICS MANAGEMENT LH	825	Labor Hours		
				TOT ESTIMATED PRICE	
				CEILING PRICE	

Contractor shall provide services in accordance with Paragraph 2.1.3 of the PWS
 FOB: Destination
 PURCHASE REQUEST NUMBER: N4128208RCRD881

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		134	Labor Hours		
	ADMINISTRATIVE ASSISTANCE.				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.4 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		400	Labor Hours		
	TECHNICAL SUPPORT.				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.5 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF		300	Labor Hours		

DRIVING

LH

Contractor shall provide services in accordance with Paragraph 2.1.6 of the PWS

FOB: Destination

PURCHASE REQUEST NUMBER: N4128208RCRD881

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG		1,100	Labor Hours		

CURRICULUM DEVELOPMENT

LH

Contractor shall provide services in accordance with Paragraph 2.1.7 of the PWS

FOB: Destination

PURCHASE REQUEST NUMBER: N4128208RCRD881

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH		300	Labor Hours		
	WRITTEN MATERIAL PRODUCTION LH				
	Contractor shall provide services in accordance with Paragraph 2.1.8 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ		250	Labor Hours		
	INSTRUCTION LH				
	Contractor shall provide services in accordance with Paragraph 2.1.9 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK		400	Labor Hours		
	PROGRAM INSTRUCTION				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.10 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL		440	Labor Hours		
	LEAD INSTRUCTION				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.11 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AM		90	Labor Hours		
	DISTINGUISHED INSTRUCTION LH Contractor shall provide services in accordance with Paragraph 2.1.12 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AN		120	Labor Hours		
	GUEST AND DISTINGUISHED INSTRUCTOR COORD LH Contractor shall provide services in accordance with Paragraph 2.1.13 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AP			Cost		
	ODC - Travel COST Travel expenses are limited by DOD JTR and must be approved by the DIILS COR in a specific Task Delivery order before travel is accomplished FOB: Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AQ	ODC- Course materials COST ODC Course Material to include books, material, internet access, course meals, and conference center; Cost reimbursable FOB: Destination		Cost		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Tasks LH FOB: Destination		Labor Hours		
OPTION	PURCHASE REQUEST NUMBER: N4128208RCRD881				

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA		570	Labor Hours		
OPTION	Program Management LH Contractor shall provide services in accordance with Paragraph 2.1.1 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB		1,540	Labor Hours		
OPTION	Resident Course Student Support LH Contractor shall provide services in accordance with Paragraph 2.1.2 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC		2,250	Labor Hours		
OPTION	LOGISTICS MANAGEMENT				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.3 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD		334	Labor Hours		
OPTION	ADMINISTRATIVE ASSISTANCE.				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.4 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AE		1,150	Labor Hours		
OPTION	TECHNICAL SUPPORT. LH Contractor shall provide services in accordance with Paragraph 2.1.5 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AF		750	Labor Hours		
OPTION	DRIVING LH Contractor shall provide services in accordance with Paragraph 2.1.6 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AG		1,550	Labor Hours		
OPTION	CURRICULUM DEVELOPMENT				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.7 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AH		600	Labor Hours		
OPTION	WRITTEN MATERIAL PRODUCTION				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.8 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AJ		525	Labor Hours		
OPTION	INSTRUCTION LH Contractor shall provide services in accordance with Paragraph 2.1.9 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AK		1,020	Labor Hours		
OPTION	PROGRAM INSTRUCTION LH Contractor shall provide services in accordance with Paragraph 2.1.10 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AL		525	Labor Hours		
OPTION	LEAD INSTRUCTION LH Contractor shall provide services in accordance with Paragraph 2.1.11 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AM		250	Labor Hours		
OPTION	DISTINGUISHED INSTRUCTION LH Contractor shall provide services in accordance with Paragraph 2.1.12 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AN		200	Labor Hours		
OPTION	GUEST AND DISTINGUISHED INSTRUCTOR COORD LH Contractor shall provide services in accordance with Paragraph 2.1.13 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AP			Cost		
OPTION	ODC-Travel COST Travel expenses are limited by DOD JTR and must be approved by the DIILS COR in a specific Task Delivery order before travel is accomplished FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AQ			Cost		
OPTION	ODC - Course Materials COST ODC Course Material to include books, material, internet access, course meals, and conference center; Cost reimbursable FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001			Labor Hours		
OPTION	Tasks LH FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA		570	Labor Hours		
OPTION	Program Management LH Contractor shall provide services in accordance with Paragraph 2.1.1 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB		1,540	Labor Hours		
OPTION	Resident Course Student Support				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.2 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC		2,250	Labor Hours		
OPTION	LOGISTICS MANAGEMENT				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.3 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AD		334	Labor Hours		
OPTION	ADMINISTRATIVE ASSISTANCE.				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.4 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AE		1,150	Labor Hours		
OPTION	TECHNICAL SUPPORT.				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.5 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AF		750	Labor Hours		
OPTION	DRIVING LH Contractor shall provide services in accordance with Paragraph 2.1.6 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AG		1,550	Labor Hours		
OPTION	CURRICULUM DEVELOPMENT LH Contractor shall provide services in accordance with Paragraph 2.1.7 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AH		600	Labor Hours		
OPTION	WRITTEN MATERIAL PRODUCTION				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.8 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AJ		525	Labor Hours		
OPTION	INSTRUCTION				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.9 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AK		1,020	Labor Hours		
OPTION	PROGRAM INSTRUCTION				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.10 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AL		525	Labor Hours		
OPTION	LEAD INSTRUCTION				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.11 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AM		250	Labor Hours		
OPTION	DISTINGUISHED INSTRUCTION				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.12 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AN		200	Labor Hours		
OPTION	GUEST AND DISTINGUISHED INSTRUCTOR COORD				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.13 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AP OPTION	ODC - Travel COST Travel expenses are limited by DOD JTR and must be approved by the DIILS COR in a specific Task Delivery order before travel is accomplished FOB: Destination		Cost		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AQ	ODC - Course Materials COST ODC Course Material to include books, material, internet access, course meals, and conference center; Cost reimbursable FOB: Destination		Cost		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Tasks LH FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881		Labor Hours		

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA		570	Labor Hours		
OPTION	Program Management LH Contractor shall provide services in accordance with Paragraph 2.1.1 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB		1,540	Labor Hours		
OPTION	Resident Course Student Support LH Contractor shall provide services in accordance with Paragraph 2.1.2 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AC		2,250	Labor Hours		
OPTION	LOGISTICS MANAGEMENT				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.3 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AD		334	Labor Hours		
OPTION	ADMINISTRATIVE ASSISTANCE.				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.4 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AE		1,150	Labor Hours		
OPTION	TECHNICAL SUPPORT. LH Contractor shall provide services in accordance with Paragraph 2.1.5 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AF		750	Labor Hours		
OPTION	DRIVING LH Contractor shall provide services in accordance with Paragraph 2.1.6 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AG		1,550	Labor Hours		
OPTION	CURRICULUM DEVELOPMENT				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.7 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AH		600	Labor Hours		
OPTION	WRITTEN MATERIAL PRODUCTION				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.8 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AJ		525	Labor Hours		
OPTION	INSTRUCTION LH Contractor shall provide services in accordance with Paragraph 2.1.9 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AK		1,020	Labor Hours		
OPTION	PROGRAM INSTRUCTION LH Contractor shall provide services in accordance with Paragraph 2.1.10 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AL		525	Labor Hours		
OPTION	LEAD INSTRUCTION LH Contractor shall provide services in accordance with Paragraph 2.1.11 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AM		250	Labor Hours		
OPTION	DISTINGUISHED INSTRUCTION LH Contractor shall provide services in accordance with Paragraph 2.1.12 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AN		200	Labor Hours		
OPTION	GUEST AND DISTINGUISHED INSTRUCTOR COORD LH Contractor shall provide services in accordance with Paragraph 2.1.13 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AP			Cost		
OPTION	ODC - Travel COST Travel expenses are limited by DOD JTR and must be approved by the DIILS COR in a specific Task Delivery order before travel is accomplished FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AQ			Cost		
OPTION	ODC - Course Materials COST ODC Course Material to include books, material, internet access, course meals, and conference center; Cost reimbursable FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001			Labor Hours		
OPTION	Tasks LH FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA		570	Labor Hours		
OPTION	Program Management LH Contractor shall provide services in accordance with Paragraph 2.1.1 of the PWS FOB: Destination PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB		1,540	Labor Hours		
OPTION	Resident Course Student Support				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.2 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AC		2,250	Labor Hours		
OPTION	LOGISTICS MANAGEMENT				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.3 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AD		334	Labor Hours		
OPTION	ADMINISTRATIVE ASSISTANCE.				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.4 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AE		1,150	Labor Hours		
OPTION	TECHNICAL SUPPORT.				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.5 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AF		750	Labor Hours		
OPTION	DRIVING LH				
	Contractor shall provide services in accordance with Paragraph 2.1.6 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AG		1,550	Labor Hours		
OPTION	CURRICULUM DEVELOPMENT LH				
	Contractor shall provide services in accordance with Paragraph 2.1.7 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AH		600	Labor Hours		
OPTION	WRITTEN MATERIAL PRODUCTION				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.8 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AJ		525	Labor Hours		
OPTION	INSTRUCTION				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.9 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AK		1,020	Labor Hours		

OPTION PROGRAM INSTRUCTION
 LH
 Contractor shall provide services in accordance with Paragraph 2.1.10 of the PWS
 FOB: Destination
 PURCHASE REQUEST NUMBER: N4128208RCRD881

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AL		525	Labor Hours		

OPTION LEAD INSTRUCTION
 LH
 Contractor shall provide services in accordance with Paragraph 2.1.11 of the PWS
 FOB: Destination
 PURCHASE REQUEST NUMBER: N4128208RCRD881

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AM		250	Labor Hours		
OPTION	DISTINGUISHED INSTRUCTION				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.12 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AN		200	Labor Hours		
OPTION	GUEST AND DISTINGUISHED INSTRUCTOR COORD				
	LH				
	Contractor shall provide services in accordance with Paragraph 2.1.13 of the PWS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4128208RCRD881				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AP			Cost		
OPTION	ODC - Travel				
	COST				
	Travel expenses are limited by DOD JTR and must be approved by the DIILS COR in a specific Task Delivery order before travel is accomplished				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AQ OPTION	ODC - Course Materials COST ODC Course Material to include books, material, internet access, course meals, and conference center; Cost reimbursable FOB: Destination		Cost		

ESTIMATED COST

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
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0001AF	Destination	Government	Destination	Government
0001AG	Destination	Government	Destination	Government
0001AH	Destination	Government	Destination	Government
0001AJ	Destination	Government	Destination	Government
0001AK	Destination	Government	Destination	Government
0001AL	Destination	Government	Destination	Government
0001AM	Destination	Government	Destination	Government
0001AN	Destination	Government	Destination	Government
0001AP	N/A	N/A	N/A	Government
0001AQ	N/A	N/A	N/A	Government
1001	Destination	Government	Destination	Government
1001AA	Destination	Government	Destination	Government
1001AB	Destination	Government	Destination	Government
1001AC	Destination	Government	Destination	Government
1001AD	Destination	Government	Destination	Government
1001AE	Destination	Government	Destination	Government
1001AF	Destination	Government	Destination	Government
1001AG	Destination	Government	Destination	Government
1001AH	Destination	Government	Destination	Government
1001AJ	Destination	Government	Destination	Government
1001AK	Destination	Government	Destination	Government
1001AL	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	POP 01-AUG-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination	
0001AB	POP 01-AUG-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination	
0001AC	POP 01-AUG-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination	
0001AD	POP 01-AUG-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination	
0001AE	POP 01-AUG-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination	
0001AF	POP 01-AUG-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination	
0001AG	POP 01-AUG-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination	
0001AH	POP 01-AUG-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination	
0001AJ	POP 01-AUG-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination	
0001AK	POP 01-AUG-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination	
0001AL	POP 01-AUG-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination	
0001AM	POP 01-AUG-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination	
0001AN	POP 01-AUG-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination	
0001AP	N/A	N/A	N/A	N/A
0001AQ	N/A	N/A	N/A	N/A
1001	N/A	N/A	N/A	N/A

1001AA POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination	
1001AB POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination	
1001AC POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination	
1001AD POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination	
1001AE POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination	
1001AF POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination	
1001AG POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination	
1001AH POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination	
1001AJ POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination	
1001AK POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination	
1001AL POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination	
1001AM POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination	
1001AN POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination	
1001AP N/A	N/A	N/A	N/A
1001AQ N/A	N/A	N/A	N/A
2001 N/A	N/A	N/A	N/A
2001AA POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination	
2001AB POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination	
2001AC POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination	

2001AD POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination	
2001AE POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination	
2001AF POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination	
2001AG POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination	
2001AH POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination	
2001AJ POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination	
2001AK POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination	
2001AL POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination	
2001AM POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination	
2001AN POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination	
2001AP N/A	N/A	N/A	N/A
2001AQ N/A	N/A	N/A	N/A
3001 N/A	N/A	N/A	N/A
3001AA POP 01-JAN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	
3001AB POP 01-JAN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	
3001AC POP 01-JAN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	
3001AD POP 01-JAN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	
3001AE POP 01-JAN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	
3001AF POP 01-JAN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	

3001AG POP 01-JAN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	
3001AH POP 01-JAN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	
3001AJ POP 01-JAN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	
3001AK POP 01-JAN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	
3001AL POP 01-JAN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	
3001AM POP 01-JAN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	
3001AN POP 01-JAN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	
3001AP N/A	N/A	N/A	N/A
3001AQ N/A	N/A	N/A	N/A
4001 N/A	N/A	N/A	N/A
4001AA POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A FOB: Destination	
4001AB POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A FOB: Destination	
4001AC POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A FOB: Destination	
4001AD POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A FOB: Destination	
4001AE POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A FOB: Destination	
4001AF POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A FOB: Destination	
4001AG POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A FOB: Destination	
4001AH POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A FOB: Destination	
4001AJ POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A FOB: Destination	

4001AK POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A	FOB: Destination
4001AL POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A	FOB: Destination
4001AMPOP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A	FOB: Destination
4001AN POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A	FOB: Destination
4001AP N/A	N/A	N/A	N/A
4001AQ N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements-- Commercial Item Acquisition	FEB 2007
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-18	Notification Of Competition Limited To Eligible 8 (A) Concerns	JUN 2003
52.232-22	Limitation Of Funds	APR 1984
52.233-2	Service Of Protest	SEP 2006
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.251-1	Government Supply Sources	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-3	Alterations in Solicitation	APR 1984
52.252-4	Alterations in Contract	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	MAR 2008
252.219-7009	Section 8(a) Direct Award	SEP 2007

252.219-7010	Alternate A	JUN 1998
252.219-7011	Notification to Delay Performance	JUN 1998

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (NOV 2007)

(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(l) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

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

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

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

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

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

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

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

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

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

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

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

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

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

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

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

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

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for

quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

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

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

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

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

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 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. The Defense Security Cooperation Agency (DSCA), is releasing this solicitation electronically only. This on-line version of the Request for Proposal (RFP) is the official version for this acquisition. In cases of conflict between the electronic (on-line) version of this RFP and any downloaded version of the RFP, the on-line RFP prevails. No hard copy of this solicitation will be issued. Offerors are encouraged to check the Federal Business Opportunities (FEDBIZOPS) website at <http://www.fedbizops.gov> for any amendments to this solicitation as well as the DSCA website, <http://www.dsca.mil>, click on Business Operations, click on solicitations and locate the solicitation number. Amendments, if any, will be posted at the DSCA website. All updated information pertaining to this solicitation will also be listed.

2. Questions - **The cut-off date for all questions is May 28, 2008 at 11:00 A.M.** Request that the offeror email all questions to the following individuals Janet.Szatmary@dsca.mil and Ali.bBeshir@dsca.mil. No responses to questions via telephone will be answered. All questions must be in writing.

3. Responses to all questions will be in the form of an amendment and returned to the offeror.

4. Proposals must be delivered by **June 13, 2008 at 11:00 A.M.** via U.S. Postal, UPS, FEDEX or hand delivered to the following address by the closing date and time. Someone will be present at the agency to accept proposals. No electronic copies of any proposal will be accepted. No exceptions.

Defense Security Cooperation Agency (DSCA)
201 12th Street South, Ste 203
Arlington, VA 22202
(703) 601-3728 / 703-602-1341
Attn: Janet Szatmary / Ali Beshir

Offerors may deposit their proposal in the "Proposal Drop Box" on the second floor or hand deliver the proposal to the Security Guard. The hours of operation for DSCA are Monday through Friday from 8:00 A.M. to 5:30 P.M.

5. 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 (latest version) and Excel 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 – Technical Capability (Submit 1 with original documents, and 4 copies) - The Technical Capability Statement will consist of a 50 page or less document that outlines the understanding of the Government’s requirement and approach to performing the work to include its skills and capability to meet the requirements of this acquisition. The Technical Evaluation Team (TET) will stop reviewing the proposal after the 50th page. Offerors must demonstrate capability and experience in the areas of; understanding of the Government’s requirement and approach to performing the work 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 II - Past Performance Information (Submit 1 with original documents, and 4 copies) - The offeror must submit Past Performance Documentation in accordance with instructions provided below in the proposal composition requirements and instructions.

Volume III - Contracting/Pricing Volume - (Submit 1 with original document, and 4 copies): Contracting/Pricing Volume will be submitted separately with all executed RFP Documents. Prices will be evaluated for reasonableness. Instructions for preparation of the Contracting/Pricing Proposal are provided at Paragraph 2 (Proposal Composition Requirements and instructions) below.

(2) Proposal Composition Requirements and Instructions

Volume I – 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:

Subfactor A: Understanding the Work / Experience in teaching complex military and international law topics to international military students - Demonstrated knowledge and understanding of the required services as outlined in the PWS.

Subfactor B: Key Personnel and Management of Operations - The contractor must describe the key personnel (resumes), how the Contractor intends to meet the performance objectives identified in the PWS to include how the vendor proposes a seamless transition 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.

Subfactor C: Quality Control Plan - 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.

Volume II- Past Performance Information

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) (*See Below*) and have the references submit the completed PPQ **directly to the Contracting Officer** Mr. Janet Szatmary, Defense Security

Cooperation Agency (DSCA) 201 12th Street, South, Ste 203, Arlington, VA 22202 by the closing date of this solicitation. Fax copies of the PPQ are acceptable and should be faxed 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, Customer Satisfaction: Will be evaluated for the conduciveness of offeror's business practices to ensure a cooperative and frictionless relationship with its customers.

Volume III – 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, Attachment 1, filled in for the 6 months or 180 days after contract award.

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

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.

(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

(End of provision)

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

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

1. Technical Capability:

Subfactor A: Understanding the Work / Experience in teaching complex military and international law topics to international military students.

Subfactor B: Key Personnel and Management of Operations

Subfactor C: Quality Control Plan

2. Past Performance

Subfactor A: Quality and cohesiveness of Service

Subfactor B: Timeliness of Performance and continuity of service

Subfactor C: Customer Satisfaction

3. Price

Relative Importance

Technical Capability is most important. Past Performance is second in importance to technical capability. When combined, all non-priced factors are significantly more important than price.

Cost Technical Tradeoff- *Once the proposals have been evaluated, the Contracting Officer will rank order proposals in developing the best value decision. The Contracting Officer shall use the factor established in the solicitation to make the source selection. The best value decision should include a trade-off analysis that highlights the relative differences among proposals and their strength, weaknesses, and risks in terms of the evaluation factors, as well as any quantifiable value or benefit to the government over and above the basic requirement. As technical scores and relative advantages or disadvantages become less distinct, differences in price between proposals become more important in determining the most advantageous proposal. Conversely, as differences in price become less distinct, differences in scoring and relative advantages and disadvantages between proposals become more important in the determination.*

FAR Part 15.101, Best Value Continuum: *DSCA can obtain best value in negotiated acquisitions by using any one or a combination of source selection approaches. In different types of acquisitions, the relative importance of cost or price may vary. For example, in acquisitions where the requirement is clearly defineable and the risk of unsuccessful contract performance is minimal, cost or price may play a dominant role in source selection. The less definitive the requirement, the more development work required, or the greater the performance risk, the more technical or past performance consideration may play a dominate role in source selection.*

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

Subfactor A: Understanding the Work / Experience in teaching complex military and international law topics to international military students - Demonstrated knowledge and understanding of the required services as outlined in the PWS.

Subfactor B: Key Personnel and Management of Operations - The contractor must describe the key personnel (resumes), how the Contractor intends to meet the performance objectives identified in the PWS to include how the vendor proposes a seamless transition 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.

Subfactor C: Quality Control Plan - 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.

All subfactors for technical capability will be of equal importance.

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

information will be used for both responsibility determinations and as an evaluation factor. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the contract under consideration.

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

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

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

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

All subfactors for past performance will be of equal importance.

d. Factor 3 Price: The price for each CLIN will be evaluated separately. Price will be evaluated for price reasonableness in accordance with FAR 15.305(a)(1) based on the total proposed price for the base period of performance and all option periods together. The determination that the total price is reasonable will be made by a comparison of other offers received. If only one offer is received, the determination may be based on a comparison to the IGCE or by any other reasonable basis.

Related Definitions.

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

Table 1. TECHNICAL RATING SCALE

Technical Evaluation Rating	
Rating	Description
Excellent	To receive this rating, proposed offer demonstrates a thorough understanding of the requirements; offers one or more significant advantages not offset by disadvantages. The Offeror has a very high probability of success in completing the requirements.
Good	To receive this rating, proposed offer demonstrates a good understanding of the requirements; offers one or more advantages not offset by disadvantages. The Offeror has a high probability of success in completing the requirements.
Satisfactory	To receive this rating, proposed offer demonstrates an acceptable understanding of the requirements; any advantages are offset by disadvantages. The Offeror has a moderate probability of success in completing the requirements. All factor/sub factors must have received a rating of at least Satisfactory/Moderate Risk.
Unsatisfactory	To receive this rating, the proposal contains major errors, omissions or deficiencies or an unacceptably high degree of risk in meeting the Governments requirements; and these conditions cannot be corrected without a major rewrite or revision of the proposal.
RISK RATINGS	
Rating	Description
High Performance Risk	Likely to cause significant disruption to schedule, increased cost or degradation of performance. Risk may be unacceptable even with special contractor emphasis and close government monitoring.
Moderate Performance Risk	Can potentially cause some disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will probably be able to overcome difficulties.

(e) Evaluation Of Options. Except when determined not to be in the Government's best interests (FAR Part 52.212.2(b)), the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

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

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

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

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2007)

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

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

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

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

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

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

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

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

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

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

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

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

___ Over 1,000 ___ Over \$17 million

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No.:-----
Country of Origin:-----

(List as necessary)

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

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

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

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

Canadian End Products:

Line Item No.

-

-

-

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

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

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

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

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

(1) Listed End Product

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

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

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

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

() (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

() (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror () does () does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

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

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

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

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

(End of provision)

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

(a) Inspection/Acceptance. (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any ailure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned 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).

(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. (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions,

subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(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 of 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) Payments. (1) Services accepted. Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that reasonably could have been avoided.

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

law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, 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.

(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 (FEB 2008)

(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.)

X ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

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

___ (4) [Removed].

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

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

- (iii) Alternate II (MAR 2004) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2007) (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.
- X (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (12) 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).
- (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- X (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- X (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- X (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- X (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- X (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X ___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

X ___ (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

___ (ii) Alternate I (AUG 2007) of 52.222-50.

___ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (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)).

___ (26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .

___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (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, 109-53 and 109-169).

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

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

___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (31) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (34) 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)).

___ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X ___ (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

X ___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (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) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

___ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007)(31 U.S.C. 5112(p)(1)).

(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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

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

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

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

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

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an IDIQ contract with task orders as Time and Materials contract resulting from this solicitation.

(End of provision)

52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

(a) Definitions. As used in this clause –

"Contractor's managerial personnel," means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified. (i) This clause applies in the same manner and to the

same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)