

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W811B200571001		PAGE 1 OF 34	
2. CONTRACT NO. W912JC-10-C-5704		3. AWARD/EFFECTIVE DATE 12-Apr-2010		4. ORDER NUMBER		5. SOLICITATION NUMBER W912JC-10-R-5704	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME (b) (6)		b. TELEPHONE NUMBER (No Collect Calls) 785 274 1218		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 02 Apr 2010	
9. ISSUED BY USPFO FOR KANSAS (b) (6) 2737 S KANSAS AVE 785.274.1211 TOPEKA KS 66611-1170 TEL: 785 274 1218 FAX: 785 274 1642		CODE W912JC		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 7M NAICS: 541611		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE	
17a. CONTRACTOR/OFFEROR FLEMING GROUP LLC, THE (b) (6) 8532 N OVERLAND DR KANSAS CITY MO 64154-1427 TEL. 816.746.0944		CODE 1S9F0		18a. PAYMENT WILL BE MADE BY USPFO FOR KANSAS BATTLECOMMAND TRNG CTR FT LEAVENWORTH KS 66027		CODE W912JC	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$919,980.00			
<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>1</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. REF: W912JC-10-C-5704				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: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b) (6)		31c. DATE SIGNED 12-Apr-2010			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) (b) (6) / Contract Specialist TEL: 785 274 1218 EMAIL: (b) (6)			

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

PAGE 2 OF 34

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE		
	42b. RECEIVED AT (<i>Location</i>)		
42c. DATE REC'D (<i>YY/MM/DD</i>)		42d. TOTAL CONTAINERS	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TAFT, Provide Base Support FFP TAFT - Provide Base Support as described in the SOW, Base Year FOB: Destination PURCHASE REQUEST NUMBER: W811B200571001 SIGNAL CODE: A	1	Lump Sum	\$909,948.00	\$909,948.00
NET AMT					\$909,948.00
ACRN AA CIN: W811B2005710010001					\$909,948.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TAFT TRAVEL, BASE YEAR FFP Travel will be reimbursed on an actual cost basis not to exceed federal travel regulations (GSA & Joint Travel Regulations) for per diem and other travel costs. Travel will be separately invoiced. FOB: Destination SIGNAL CODE: A	1	Lump Sum	\$10,032.00	\$10,032.00
NET AMT					\$10,032.00
ACRN AA CIN: 00000000000000000000000000000000					\$10,032.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	TAFT, Provide Base Support FFP TAFT - Provide Base Support as described in the SOW, Option Year One. FOB: Destination	1	Lump Sum	\$1,000,943.00	\$1,000,943.00
					<hr/>
					NET AMT \$1,000,943.00
ACRN AA CIN: 00000000000000000000000000000000					\$1,000,943.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	TAFT TRAVEL, OPTION YEAR ONE FFP Travel will be reimbursed on an actual cost basis not to exceed federal travel regulations (GSA & Joint Travel Regulations) for per diem and other travel costs. Travel will be separately invoiced. FOB: Destination	1	Lump Sum	\$11,036.00	\$11,036.00
					<hr/>
					NET AMT \$11,036.00
ACRN AA CIN: 00000000000000000000000000000000					\$11,036.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	TAFT, Provide Base Support FFP TAFT - Provide Base Support as described in the SOW, Option Year Two. FOB: Destination	1	Lump Sum	\$1,101,038.00	\$1,101,038.00
NET AMT					\$1,101,038.00
ACRN AA CIN: 00000000000000000000000000000000					\$1,101,038.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	TAFT TRAVEL, OPTION YEAR TWO FFP Travel will be reimbursed on an actual cost basis not to exceed federal travel regulations (GSA & Joint Travel Regulations) for per diem and other travel costs. Travel will be separately invoiced. FOB: Destination	1	Lump Sum	\$12,139.00	\$12,139.00
NET AMT					\$12,139.00
ACRN AA CIN: 00000000000000000000000000000000					\$12,139.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	TAFT, Provide Base Support FFP TAFT - Provide Base Support as described in the SOW, Option Year Three. FOB: Destination	1	Lump Sum	\$1,211,141.00	\$1,211,141.00
NET AMT					\$1,211,141.00
ACRN AA CIN: 00000000000000000000000000000000					\$1,211,141.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	TAFT TRAVEL, OPTION YEAR THREE FFP Travel will be reimbursed on an actual cost basis not to exceed federal travel regulations (GSA & Joint Travel Regulations) for per diem and other travel costs. Travel will be separately invoiced. FOB: Destination	1	Lump Sum	\$13,353.00	\$13,353.00
NET AMT					\$13,353.00
ACRN AA CIN: 00000000000000000000000000000000					\$13,353.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	TAFT, Provide Base Support FFP TAFT - Provide Base Support as described in the SOW, Option Year Four. FOB: Destination	1	Lump Sum	\$1,332,255.00	\$1,332,255.00
NET AMT					\$1,332,255.00
ACRN AA CIN: 00000000000000000000000000000000					\$1,332,255.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	TAFT TRAVEL, OPTION YEAR FOUR FFP Travel will be reimbursed on an actual cost basis not to exceed federal travel regulations (GSA & Joint Travel Regulations) for per diem and other travel costs. Travel will be separately invoiced. FOB: Destination	1	Lump Sum	\$14,688.00	\$14,688.00
NET AMT					\$14,688.00
ACRN AA CIN: 00000000000000000000000000000000					\$14,688.00

Section C - Descriptions and Specifications

DESCRIPTIONS & SPECIFICATIONS

Section C: Descriptions and Specifications

EXECUTION OF THE TRAINING FEEDBACK AND TRENDS SYSTEM (TFATS)

C1.0 General

C1.1 TITLE AND DESCRIPTION

Execution of a Training Feedback and Trends System to support Battle Command Training Capabilities Program (BCTCP) battle staff training, new program development, and unit training and readiness requirements of the Army Force Generation (ARFORGEN) cycle and the Force Generation Training Model (FGTM).

C1.2 BACKGROUND, APPROACH, AND METHODOLOGY

C1.2.1 Background

ARNG brigade (bde) and division (div) staffs continue to deploy to the Balkans, Afghanistan, and Iraq; and to undertake new missions in support of homeland defense and civil support, such as the Homeland Response Force (HRF). These missions illustrate the need for the ARNG to establish and maintain a comprehensive battle staff training program.

The ARNG's Battle Command Training Center-Leavenworth (BCTC-Lvn) is tasked and resourced to provide battle staff training via Battle Staff Training Teams (BSTT). The BCTC-Lvn continues to both incrementally improve and expand its battle staff training capability. New initiatives to enhance battle staff training capability and expand battle staff training opportunities are programs such as Train-the-Trainer (T3), Distributed Learning (DL), and Echelons Above Battalion Staff Training Program (EABSTP). These programs will be initiated during the period of performance of this SOW.

C1.2.2 Approach

ARNG battle staff training opportunities must be both prioritized and sequenced according to the Army Force Generation (ARFORGEN) cycle and the Force Generation Training Model (FGTM). The ARNG should afford all staffs—bn, bde, and div—some type of battle staff training every year. Once per ARFORGEN / FGTM cycle, each staff should have the opportunity to schedule home station battle staff training provided by a mobile training team (MTT). The two BCTC-Lvn programs; the BSTT and the Training Analysis Feedback Team (TAFT), are currently oriented to provide this training support and corresponding feedback. The addition of DL, T3, and EABSTP will create a more robust, flexible, and phased battle staff training program and allow commanders to choose from a wider range of options. The TFATS is executed by the TAFT and allows the use of training feedback and trends to aid all Guardsmen in improving individual and collective task performance and the design of training to facilitate successful task performance. This system is critical to support the limited training time, unit geographic disparity, and Contemporary Operational Environment (COE) requirements faced by BSTT observer / trainers who provide ARNG commanders the opportunity to develop and apply war-fighting skills using the framework of the Military Decision Making Process (MDMP), focused battle command staff planning exercises, and simulation-supported command post exercises. The TAFT collects, analyzes, and disseminates training trends and lessons learned from all BSTT-supported events to units ARNG-wide. Beginning in FY 10 as part of ongoing initiatives, the TAFT will also be responsible for gathering feedback from DL, T3, and EABSTP.

C1.2.3 Methodology

Execution of the TFATS requires, at a minimum, cost effective use of resources, developing training feedback focused on mission-critical tasks, identifying training lessons of a few to benefit many, developing training publications directed toward identified trends, and making performance feedback available to all Guardsmen. The system is performance-results-based and aligned to meet BCTCP and ARNG battle command training objectives.

C.1.3 SCOPE

The requirements of this SOW are primarily services oriented. The tasks identified in this SOW are specific only to the TAFT and require collaboration with the ABCS-ST, the BSTT, all ARNG BCTCs and the Center for Army Lessons Learned (CALL) to identify and disseminate critical training information.

C.1.4 CONTRACTOR PERSONNEL

C.1.4.1 Personnel Requirements

The contractor shall have demonstrated expertise in the development and production of deliverables described in paragraph 4.0, Deliverables, of this SOW. The total number of personnel required is based on the contractor's assessment of the tasks to be performed. Minimum essential personnel include the Program Manager, Data Analysts, General Support Personnel, Data Entry Personnel, and Program Advisory Support Personnel. Personnel in support of this SOW must meet the following minimum requirements:

Program Manager

- Civilian Education – Minimum, Bachelor's degree from accredited college or university; preferred Master's degree from accredited college or university
- Minimum six (6) years hands-on experience in the design, development, and implementation of a training feedback and trends system at a Combat Training Center (CTC)
- Minimum seven (7) years experience in execution of a training feedback system supporting the ARNG

Analyst

- Civilian Education – Minimum, Bachelor's degree from accredited college or university; preferred Master's degree from accredited college or university
- Military Education (Officer) - Minimum, graduate of a Military Educational level (MEL) -4 level institution; preferred senior service school graduate; (NCO) - Minimum, graduate of Advanced Noncommissioned Officer Course (ANCOC) or Senior Leader Course (SLC); preferred Battle Staff NCO Course and / or Sergeants Major Academy
- Experience - Twenty (20) or more years of military experience; Army command and staff experience that includes assignments to a U.S. Army battalion or brigade as a commander, executive officer, or primary or special staff officer, or to a U.S. Army division staff or higher as a primary or special staff officer; training feedback analysis team experience preferred

Support

General:

- Civilian Education – Minimum, Bachelor or Associate degree from accredited college or university
- Experience - Four or more years of military experience (preferably ARNG) or experience in support of Army government contracts; staff experience at the battalion level or equivalent, preferably ARNG

Database:

- Civilian Education - Minimum Bachelor's degree from accredited college or university; preferred, BA in Information Technology
- Experience - Minimum three (3) or more years Information Technology experience with advanced skills in providing database maintenance, software updates, and technical support to systems users and managers

Advisory:

- Support from a Certified Performance Technologist (CPT)

1.4.2 Program Manager

The contractor shall provide a Program Manager who shall be designated as key and shall be responsible for all work performed on this SOW. The Program Manager shall be a single point of contact for the Contracting Officer's Technical Representative (COTR). The name of this person shall be identified in the proposal. During any absence of the Program Manager, only one alternate shall have full authority to act for the contractor on all matters relating to this contract. The contractor shall not replace the Program Manager without prior approval from the Contracting Officer and the COTR. The Program Manager shall be available to the COTR via telephone and e-mail.

1.5 SECURITY

Access to classified information is not considered essential in the performance of tasks or services related to the fulfillment of this SOW. In accordance with DoD 5220.22-M, National Industrial Security Program, dated May 1, 2000, individual contractor personnel may be processed for a personnel clearance (PCL) if access is considered essential. No classified facility clearance (FCL) is required on the part of the contractor.

1.6 PERIOD OF PERFORMANCE

This contract requires contractor services for a period of one year from date of award with four one-year options.

1.7 PLACE OF PERFORMANCE

The place(s) of performance will be both government (BCTC-Lvn) and contractor facilities, as required. Occasional performance will be required offsite to support COTR directed events.

1.8 HOURS OF OPERATION

All contractor personnel providing services under this SOW shall, at a minimum, perform work and services between the hours of 0800 and 1600 CST, Monday through Friday. These are guidelines only, and accommodate services provided from whichever work location (Section 1.8) may be required. There may be occasions where contractor personnel must work other than normal business hours to fulfill requirements of the SOW.

1.9 TRAVEL

Travel will be required under this contract and shall be listed as an estimated dollar amount as a separate contract line item number (CLIN) in the contract. The annual travel requirement is expected to be thirty (30) man days or less, distributed over six (6) four to five day events at various locations in the continental United States (CONUS). Travel expense shall be reimbursed pursuant to the Government's Joint Travel Regulation. Domestic per diem rates may be found at the following web site

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_BASIC&contentId=17943

Therefore, travel expenses may not exceed the approved per diem and reimbursement rates for the specific travel destination. The Contracting Officer Technical Representative (COTR) shall approve in advance all contractor required travel.

2.0 GENERAL REPORT REQUIREMENTS

All written reports and products generated under this statement of work shall be provided to BCTC-Lvn in hard copy and electronic format using Microsoft Office applications compatible with BCTC-Lvn standard work stations. Printing of materials for general distribution and specific audiences will be provided by the ARNG.

3.0 TASKS AND REQUIREMENTS

Task 3.1

The contractor shall staff the Training Analysis Feedback team (TAFT) and support all ARFORGEN and FGTM ARNG units selected for training IAW the five steps of the BCTC-Lvn Training Feedback and Trends System (TFATS), specifically: conduct organizational selection and study, identify critical tasks, collect data, analyze data, and disseminate trends.

TASK 3.2

The contractor shall facilitate critical training data collection by creating a database of selected critical and mission-essential tasks (71-8 series C2 collective tasks developed by the Combined Arms Center) of all ARNG units identified as participants in the BSTT, DL, T3, EABST, and eXportable Combat Training Capability (XCTC), and add new tasks as training initiatives and the COE dictate.

TASK 3.3

The contractor, using a supporting task performance database, shall categorize, compile, and analyze individual and collective critical task training information and unit demographics from ARNG unit participation during ARFORGEN cycle and FGTM training events for use in trend identification and dissemination. These events will include units participating in the BSTT, DL, T3, EABST, XCTC, and other BCTC-Lvn-sponsored training events.

TASK 3.4

The contractor shall manage and maintain a training data analysis program with supporting databases to analyze critical tasks performed by unit guardsmen during BSTT, DL, T3, EABST, XCTC training, and other BCTC-Lvn-sponsored training events. Program maintenance shall include providing database updates, modifications, and maintenance to accommodate client requirements for critical task reports, trend analysis, and software enhancements. Additionally, the contractor shall provide software updates, and technical support to system users and managers.

TASK 3.5

The contractor shall provide Rotational Event Final Summary (REFS) reports for each BSTT unit rotation event and an Annual Training Analysis Report (ATAR) for submission to the BCTC-Lvn, as well as periodic special reports, as required by BCTC-Lvn command initiatives, for submission to the BCTC-Lvn and / or National Guard Bureau (NGB).

TASK 3.6

The contractor shall maintain and revise, as required, an ARNG unit questionnaire that will be used by BSTT trainers to collect demographic information.

TASK 3.7

The contractor shall provide training feedback dissemination that supports the TFATS. As part of this effort, the contractor shall disseminate trend information via the ARNG quarterly training feedback trends bulletin, *The Azimuth*, and a quarterly training circular that addresses BCTCP unit training news and events from across the ARNG.

TASK 3.8

The contractor, through collaboration with the Center for Army Lessons Learned (CALL) and BSTT shall design, develop, produce, and distribute ARNG-wide, up to four training reference publications (staff guides, battle books, SOPs, special bulletins) per year as designated by the BCTC-Lvn. Updates to these publications will be at BCTC-Lvn discretion.

TASK 3.9

Maintain a training information library that archives all collected training results and recorded trends from ARNG ABCS-ST, BSTT, DL, T3, EABST, XCTC, and other BCTC-Lvn-sponsored training events.

TASK 3.10

The contractor shall facilitate the printing and dissemination of all training trend bulletins, job aids, trends publications, and training reference publications through on-site coordination with government printing facilities, commercial printing sub-contractors, and client administrators.

TASK 3.11

The contractor shall prepare concept papers on the development and implementation of the Distributed Learning (DL) program and the train-the-trainer (T3) new program initiatives of the BCTC-Lvn.

TASK 3.12

The contractor shall provide comprehensive advertising of the Battle Command Training Capabilities program (BCTCP) through the use of product dissemination, Face Book and Twitter postings, email electronic media, and through the World Wide Web (WWW); on Army Knowledge Online (AKO), Guard Knowledge Online (GKO), BCTC-Lvn website and other applicable websites.

TASK 3.13

The contractor shall provide staff advisory assistance, briefing support, and assistance with command initiatives as requested.

4.0 DELIVERABLES

For each of the Tasks, the Monthly Technical Summary Report will show in tabular form, the work planned for the reporting period, the work accomplished during the period, and the work planned for the next reporting period. Report distribution will be established at the kick-off meeting. The COTR will be the initial recipient and will distribute, as appropriate, to the CO, COR, and NGB-ART-C PM.

<i>Task #</i>	<i>Deliverable Description</i>	<i>Period of Performance Due Date</i>
Task 3.1	The contractor shall staff the Training Analysis Feedback team (TAFT) and support all ARFORGEN and FGTM ARNG units selected for training IAW the five steps of the BCTC-Lvn Training Feedback and Trends System (TFATS), specifically: conduct organizational selection and study, identify critical tasks, collect data, analyze data, and disseminate trends.	Continuous throughout period of performance.
Task 3.2	The contractor shall facilitate critical training data collection by creating a database of selected critical and mission-essential tasks (71-8 series C2 collective tasks developed by the Combined Arms Center) of all ARNG units identified as participants in the BSTT, DL, T3, EABST, and eXportable Combat Training Capability (XCTC), and add new tasks as training initiatives and the COE dictate.	Continuous throughout period of performance.
Task 3.3	The contractor, using a supporting task performance database, shall categorize, compile, and analyze individual and collective critical task training information and unit demographics from ARNG unit participation during ARFORGEN cycle and FGTM training events for use in trend identification and dissemination. These events will include units participating in the BSTT, DL, T3, EABST, XCTC, and other BCTC-Lvn-sponsored training events.	Continuous throughout period of performance.
Task 3.4	The contractor shall manage and maintain a training data analysis program with supporting databases to analyze critical tasks performed by unit guardsmen during BSTT, DL, T3, EABST, XCTC training, and other BCTC-Lvn-sponsored training events. Program maintenance shall include providing database updates, modifications, and maintenance to	Continuous throughout period of performance.

Task #	Deliverable Description	Period of Performance Due Date
	accommodate client requirements for critical task reports, trend analysis, and software enhancements. Additionally, the contractor shall provide software updates, and technical support to system users and managers.	
Task 3.5	The contractor shall provide Rotational Event Final Summary (REFS) reports for each BSTT unit rotation event and an Annual Training Analysis Report (ATAR) for submission to the BCTC-Lvn, as well as periodic special reports, as required by BCTC-Lvn command initiatives, for submission to the BCTC-Lvn and / or National Guard Bureau (NGB).	Continuous throughout period of performance.
Task 3.6	The contractor shall maintain and revise, as required, an ARNG unit questionnaire that will be used by BSTT trainers to collect demographic information.	Continuous throughout period of performance.
Task 3.7	The contractor shall provide training feedback dissemination that supports the TFATS. As part of this effort, the contractor shall disseminate trend information via the ARNG quarterly training feedback trends bulletin, <i>The Azimuth</i> , and a quarterly training circular that addresses BCTCP unit training news and events from across the ARNG.	Continuous throughout period of performance.
Task 3.8	The contractor, through collaboration with the Center for Army Lessons Learned (CALL) and BSTT shall design, develop, produce, and distribute ARNG-wide, up to four training reference publications (staff guides, battle books, SOPs, special bulletins) per year as designated by the BCTC-Lvn. Updates to these publications will be at BCTC-Lvn discretion.	Continuous throughout period of performance.
Task 3.9	Maintain a training information library that archives all collected training results and recorded trends from ARNG ABCS-ST, BSTT, DL, T3, EABST, XCTC, and other BCTC-Lvn-sponsored training events.	Continuous throughout period of performance.
Task 3.10	The contractor shall facilitate the printing and dissemination of all training trend bulletins, job aids, trends publications, and training reference publications through on-site coordination with government printing facilities, commercial printing sub-contractors, and client administrators.	Continuous throughout period of performance.
Task 3.11	The contractor shall prepare concept papers on the development and implementation of the Distributed Learning (DL) program and the train-the-trainer (T3) new program initiatives of the BCTC-Lvn.	In increments of 90 days from contract award: T3 - +90 DL - +180
Task 3.12	The contractor shall provide comprehensive advertising of the Battle Command Training Capabilities program (BCTCP) through the use of product dissemination, Face Book and Twitter postings, email electronic media, and through the World Wide Web (WWW); on Army Knowledge Online (AKO), Guard Knowledge Online (GKO), and the BCTC-Lvn website.	Continuous throughout period of performance.
Task 3.13	The contractor shall provide staff advisory assistance, briefing support, and assistance with command initiatives as requested.	Continuous throughout period of performance.

5.0 CONTROL PROCEDURES

5.1 PROGRESS REPORTS AND MEETINGS

5.1.1 KICK-OFF MEETING

The contractor shall attend a kick-off meeting with the COTR and other designated representatives at the Government's (BCTC-Lvn) facility within two (2) business days after award. The purpose of this meeting will be to review the contractor's objectives and tasks and discuss timelines and milestones.

5.1.2 PROGRESS REPORTS

The Program Manager shall provide Monthly Technical Summary Reports (Paragraph 4.0 Deliverables) to the COTR via electronic mail. This report shall include, at a minimum, a summary of the work performed in support of this SOW and contractor accomplishments and concerns.

5.1.3 PROGRESS MEETINGS

The Program Manager shall meet with the COTR (quarterly at a minimum) to discuss contractor performance and work progress upon COTR request.

6.0 REVIEW AND ACCEPTANCE

Review and acceptance of a Monthly Technical Summary Report (MTSR) will be conducted by the COTR. If the report is unacceptable, then the COTR will notify the contractor, who will have three (3) business days to revise and resubmit the report to the COTR.

All other products developed by the contractor that are subject to review are defined in Paragraph 4.0, *Deliverables*. Any products delivered to the COTR will be subject to review as designated by the COTR. This process may include, but is not limited to, review and validation by appropriate organizations throughout the ARNG. The BCTC-Lvn is responsible for ensuring that adequate and appropriate review of all products throughout its development cycle is accomplished. The contractor may offer to the BCTC-LVN or be asked to provide recommendations, assessments, opinions, advice, or suggestions concerning strategies and methodologies for successful and efficient system execution and product development.

Products found unacceptable will be identified by the COTR to the contractor, who will have five (5) business days to revise and resubmit the product.

7.0 CONTRACT ADMINISTRATION DATA

7.1 PRIVACY ACT

FAR 52.224-2 Provisions of the act apply.

7.2 RIGHTS

All materials produced under this SOW will become the property of the U.S. Government with specific ownership by the National Guard Bureau (NGB) and the BCTC-Lvn.

7.3 SPECIAL PROVISIONS

7.3.1

The BCTC-Lvn will provide access to required personnel and applicable information (e.g., briefings, white papers, documents, professional military literature, or as identified, other government published documents, etc.).

7.3.2

If required, the COTR will provide program specific / unique hardware / software.

7.4 GOVERNMENT FURNISHED EQUIPMENT

The BCTC-Lvn will provide on-site office accommodations, including work space and equipment, desktop / laptop computer, printing capability and access to established local area networks (LAN) as required. Any government-furnished equipment provided to the contractor will be accounted for under standard Army accounting procedures and will be hand-receipted from the BCTC-Lvn to the contractor. Assigned personnel will be provided government Common Access Cards (CAC) for use with government computers. CACs must be turned in at the completion of the contract period or upon expiration.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 2102065123400000181014121G1000B20233YW865AAW811B200571000LB1O37S14093

AMOUNT: \$5,616,573.00

CIN 00000000000000000000000000000000: \$4,706,625.00

CIN W811B2005710010001: \$909,948.00

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

H: Special Contract Requirements

1. RESTRICTED ACCESS TO MILITARY INSTALLATION

COOPERATION WITH FORCE PROTECTION MEASURES

a. As of January 1, 2002, the installation will institute 100% controlled access. Controlled access means there will be military police located at the entry gates. Vehicles entering the installation may be subject to stop and search procedures. At times of increased security alerts, control may be increased or access may be restricted completely. Some gates may be closed during periods of the day or night.

b. The Contractor may be responsible for furnishing to each employee, and for requiring each employee engaged on the work, to display or possess identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon the release of any employee.

c. Contractors shall obtain a vehicle registration pass for each contractor vehicle and for each contractor-employee's private vehicle brought onto the installation. To register a vehicle, the operator will be required to provide proof of vehicle registration, driver's license and proof of insurance. Passes issued to contractors and their employees are valid for 90 days and must be renewed upon expiration.

d. Prior to vehicle registration, contractors shall provide a roster of all employees' names who will access the Fort during the performance of the contract. That roster shall be provided to the Contracting Officer and to the Provost Marshal's Office (PMO). That roster shall be subsequently updated by the contractor as changes occur and provided to the Contracting Officer and to the PMO. It is the responsibility of the contractor to provide the Contracting Officer and the PMO the names of all terminated employees as they occur.

e. The contractor agrees to abide by and cooperate with Force Protection measures that are implemented on the military installation.

2. SAFETY AND ACCIDENT PREVENTION

In performing work under this contract the Contractor shall--

a. Conform to the specific safety requirements established by this contract;

b. Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract;

c. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

d. Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes.

The installation Safety Officer will be responsible for monitoring the Contractor in the area of safety and accident prevention.

3. INSURANCE – MINIMUM AMOUNTS

- a. Reference Contract Clause titled, "Insurance – Work on a Government Installation" (FAR 52.228-5).
Kinds and minimum amounts are as follows:

KIND	AMOUNTS (FAR 28.307-2)
Workers Compensation	\$100,000
Comprehensive General Liability	\$500,000 per occurrence for bodily injury
Comprehensive Automobile Liability	\$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 for property damage

52.228-5 -- Insurance -- Work on a Government Installation.**Insurance -- Work on a Government Installation (Jan 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective --

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

4. LEGAL PUBLIC HOLIDAYS

The following is a list of legal public holidays, which is provided for informational purposes in which the government will not be open for business.

New Year's Day.....1 January
 Martin Luther King's Birthday.....third Monday in January
 Presidents' Day.....third Monday in February
 Memorial Day.....last Monday in May
 Independence Day.....4 July
 Labor Day.....first Monday in September
 Columbus Day.....second Monday in October
 Veterans' Day.....11 November
 Thanksgiving Day.....fourth Thursday in November

Christmas Day.....25 December

NOTE: Any of the above holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday.

5. CONDUCT OF EMPLOYEES

The contractor is fully responsible for the performance and conduct of his employees at all times while on performing under this contract. The contractor shall not allow any employee to perform work under this contract while under the influence of alcohol, drugs, or any other incapacitating agent. The contractor's personnel shall comply with all applicable government regulations, policies, and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, dress, and possession of firearms) when visiting or working at Government facilities. The contractor shall ensure contractor personnel present a professional appearance at all times and that their conduct shall not reflect discredit on the United States, the ARNG, or the BCTC-Lvn. Military police and other law enforcement personnel have the right to deny entry to post or remove from post any contractor employee for misconduct which endangers the health or safety of people or property or for reasons of security. In addition, the Post Commander may bar any individual from entering the post under the authority of 18 U.S.C. 1382. Removal from post of a contractor employee in accordance with the above shall not relieve the contractor from the requirements to meet all of the terms and conditions of the contract; nor shall such removal be grounds for the contractor to file a claim.

6. IDENTIFICATION OF CONTRACTOR EMPLOYEES

a. Answering Telephones: Contractor personnel shall identify themselves as contractor employees when answering Government telephones.

b. Utilizing Electronic Mail:

(1) When contractor personnel send e-mail messages to Government personnel while performing on this contract, the contractor's e-mail address shall include the company name together with the person's name.

(2) When it is necessary for contractor personnel to have a use address on a Government computer, the Government shall ensure that person's e-mail address includes the name of their company.

c. Display of ID Badges: Contractor personnel shall wear the ID badge at all times when performing work under this contract to include attending Government meetings and conferences. Unless otherwise specified in the contract, each contractor employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement.

7. Contractor Verification System (CVS)

Contractor User Guide

<https://www.dmdc.osd.mil/appj/cvs/login>

a. Contractor must obtain a Common Access Card (CAC) for those employees whose functions require access to systems or facilities controlled by the Common Access Card.

b. Contractor Representative will notify government CVS Trusted Agent (TA) of new employee CAC requirements. Company representative must provide all personnel data required to process CVS application with the TA, including security investigation requirements.

c. Contractor employee will obtain CAC at DEERS/RAPIDS terminal when application is approved.

d. Contractor employee will inform Corporate Facility Security Officer (FSO)/Security Manager of approval/denial of CAC application, and will return CAC to Corporate FSO upon departure or dismissal. Contractor is responsible for implementation and follow-up.

e. Failure, inability, or delay in obtaining the CAC does not relieve the contractor from performing under the terms of the contract.

8. RELEASE OF NEWS INFORMATION

No news release (including photographs and films, public announcements or denial or confirmation of same) on any part of the subject matter of this contract shall be made without the prior written approval of the Contracting Officer.

5152.209-4000 DOD LEVEL I ANTITERRORISM (AT) STANDARDS (FEB 2009)

(a) Pursuant to Department of Defense Instruction Number 2000.16, "DoD Antiterrorism (AT) Standards," dated October 2, 2006, each contractor employee requiring access to a Federally-controlled installation, facility and/or Federally-controlled information system(s) shall complete Level I AT Awareness Training on an annual basis and receive a certificate of completion. The training is accessible from any computer and is available at <https://atlevel1.dtic.mil/at/>. The contractor is responsible for ensuring that all applicable employees have completed antiterrorism awareness training and shall certify that their workforce has completed the training through the submission of completion certificate(s) to the Contracting Officer and the Contracting Officer's Representative (if appointed) within five working days after contract award or prior to access to a Federally-controlled installation or information system.

(b) In the event that the automated system at <https://atlevel1.dtic.mil/at/> is not available (e.g., server problems), Level I AT Awareness Training can be provided by a qualified instructor. However, if the training is not completed online, the Level I AT Awareness Instructor qualification must be coordinated with the Installation Antiterrorism Officer (or Installation Security equivalent) and the resultant name(s) of approved instructors shall be provided the contracting officer or designee along with all associated cost or schedule impacts to the contract.

(c) Antiterrorism performance (Level I AT Awareness Training attendance and compliance) may be documented as a performance metric under the resultant contract, and be part of past performance information in support of future source selections.

(End of clause)

5152.204-4001 KEY PERSONNEL REQUIREMENTS (MAR 2009) (LOCAL CLAUSE)

(a) Certain experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. These "Key Personnel" were identified by name within the contractor's proposal and their resumes were submitted for evaluation during the source selection process. The contractor agrees that such personnel shall not be removed or replaced within the performance of this contract unless the following measures are taken:

(1) If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall, subject to the concurrence of the Contracting Officer (KO) promptly replace personnel with personnel who possess equal, or better, qualifications as the original employee

(2) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the

proposed substitute, and any other information requested by the KO or designated COR. The KO or designated COR must concur in writing with the change.

(b) If the KO or designated COR determines that suitable and timely replacement of Key Personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair successful completion of the contract, the KO may terminate the contract for default or for the convenience of the Government, as appropriate, or make an equitable adjustment to the contract to compensate the Government for any resultant delay, loss or damage.

(c) The Key Personnel in this contract are as follows: (b) (6) . Project Manager

(End of Clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAR 2009)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

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

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

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

(i) Payment.--

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

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

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

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

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

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

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

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

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2010)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(6) 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).

(7) [Reserved].

(8)(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.

(9)(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.

(10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

(11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (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.
- (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (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.
- (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (23) 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).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (25) 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).

___ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (27) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (29)(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.

___ (30) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (31)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

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

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

___ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (36) 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))

___ (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (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 (SEP 2009) (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 (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 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.

(iii) Reserved.

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

(v) 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).

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

(vii) Reserved.

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

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 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.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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)

CONTRACT CLAUSES

Section I- Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.244-6	Subcontracts for Commerical Items	AUG 2009
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.246-7000	Material Inspection And Receiving Report	MAR 2008
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
52.227-14	Rights in Data--General	DEC 2007
52.227-17	Rights In Data-Special Works	DEC 2007
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
252.227-7020	Rights In Data--Special Works	JUN 1995
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2008

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 CALENDAR DAYS.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)