

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER F9WVJS0231A909		PAGE 1 OF 67	
2. CONTRACT NO. W9133L-11-P-0035-P00001		3. AWARD/EFFECTIVE DATE 07-Feb-2011		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY NGB-ZC-AQ - W9133L 1411 JEFFERSON DAVIS HWY ARLINGTON VA 22202-3231  TEL: FAX: 703-607-1742		CODE W9133L		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input 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: 7.0 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 type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE N/A N/A AA N/A		CODE SCHED1		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/OFFEROR IIF DATA SOLUTIONS, INC. 5885 TRINITY PKWY STE 120 CENTREVILLE VA 20120-1969  TEL. 703-531-1180		CODE 1LM30  FACILITY CODE 1LM30		18a. PAYMENT WILL BE MADE BY DFAS - LIMESTONE - F67100 ATTN: VENDOR PAY PO BOX 369020 COLUMBUS OH 43236-9020 CODE F67100			
<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)  \$493,692.77			
<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 1 COPIES <input checked="" type="checkbox"/> 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.				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 09-Feb-2011			
(b) (6)		(b) (6)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) (b) (6) / Contracting Officer TEL: 703 607-1127 EMAIL: (b) (6)			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 67	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	<b>SEE SCHEDULE</b>					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
37. CHECK NUMBER						
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY ( <i>Print</i> )		
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 SF 30 - BLOCK 14 CONTINUATION PAGE

CLAUSES INCORPORATED BY FULL TEXT

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

Section SF 1449 - CONTINUATION SHEET

VENDOR PRICE PROPOSAL

## Revised Cost Proposal for Base and Option Years

**Contractor Manpower Reporting.** IIF will comply with all annual Contractor Manpower Reporting requirements at no cost to the Government.

### Base Year

#### Base Year – Totals

Base Year Total	
Title	Total
NGB Cooperative Agreements Training (Open)	(b) (4)
NGB Cooperative Agreements Training (USPFO-Sponsored)	
NGB Cooperative Agreements Training (USPFO-Sponsored - GU)	
NGB Cooperative Agreements Training (USPFO-Sponsored - PR)	
NGB-PARC Training Workshop	
NGB-IR Training Workshop	
2011 CFMOU	
CA Course Wrap-up and Review	
USPFO Conference	
USPFO Advisory Council Meetings	
NGB-PF Support	
New USPFO Training – 2, 3, 4	
(b) (4)	
<b>Base Year Total</b>	

#### Base Year – Cost Breakout

Base Year Training				
# Classes Events	Title	Class Location	Level of Effort Cost Breakout	Totals
3	NGB Cooperative Agreements Training (Open)	Las Vegas	(b) (4)	(b) (4)
			(b) (4)	(b) (4)
			Travel and per diem	(b) (4)
			Meeting Room/AV	(b) (4)
			Supplies	(b) (4)
<b>Total</b>				(b) (4)

Base Year Training				
# Classes Events	Title	Class Location	Level of Effort Cost Breakout	Totals
10	NGB Cooperative Agreements Training (USPFO-Sponsored)	Various – MO, WV, CO, TX, ND, TN, OH, SC, ID, WY	(b) (4)	(b) (4)
			(b) (4)	
			Travel and per diem	
			Supplies	
<b>Total</b>				
1	NGB Cooperative Agreements Training (USPFO-Sponsored - GU)	Guam	(b) (4)	(b) (4)
			Travel and per diem	
			Supplies	
<b>Total</b>				
1	NGB Cooperative Agreements Training (USPFO-Sponsored - PR)	Puerto Rico	(b) (4)	(b) (4)
			Travel and per diem	
			Supplies	
<b>Total</b>				
1	NGB-PARC Training Workshop	Las Vegas	(b) (4)	(b) (4)
			Travel and per diem	
			Supplies	
			<b>Total</b>	
1	NGB-IR Training Workshop	TBD	(b) (4)	(b) (4)
			Travel and per diem	
			Supplies	
<b>Total</b>				
1	2011 CFMOU	TBD	(b) (4)	(b) (4)
			Travel and per diem	
			Supplies	
<b>Total</b>				
1	CA Course Wrap-up and Review	VIA VTC or Telecon	(b) (4)	(b) (4)

Base Year Training				
# Classes Events	Title	Class Location	Level of Effort Cost Breakout	Totals
<b>Total</b>				<b>(b) (4)</b>
1	USPFO Conference	TBD	(b) (4)	
			Travel and per diem	
			Meeting Room/AV	
			Supplies	
<b>Total</b>				
4	USPFO Advisory Council Meetings	TBD	(b) (4)	
			Travel and per diem	
			Meeting Room/AV	
			Supplies	
<b>Total</b>				
3	NGB-PF Support	Arlington, VA	(b) (4)	
			Travel and per diem	
			Meeting Room/AV	
			Supplies	
<b>Total</b>				
3	New USPFO Training – 2, 3, 4	Arlington, VA	(b) (4)	
			Travel and per diem	
			Meeting Room/AV	
			Supplies	
<b>Total</b>				

**Base Year – Labor Breakout**

Base Year Labor				
Title	U/M	Quantity	Rate/Hour	Total
(b) (4)	Hours	(b) (4)	(b) (4)	(b) (4)
	Hours			
	Hours			
<b>Labor Total</b>				(b) (4)

## Option Year 1

### Option Year 1 – Totals

Option Year 1 Total	
Title	Total
NGB Cooperative Agreements Training (Open)	(b) (4)
NGB Cooperative Agreements Training (USPFO-Sponsored)	
NGB Cooperative Agreements Training (USPFO-Sponsored - GU)	
NGB Cooperative Agreements Training (USPFO-Sponsored - PR)	
NGB-PARC Training Workshop	
NGB-IR Training Workshop	
2011 CFMOU	
CA Course Wrap-up and Review	
USPFO Conference	
USPFO Advisory Council Meetings	
NGB-PF Support	
New USPFO Training – 2, 3, 4	
(b) (4)	
<b>Option Year 1 Total</b>	

### Option Year 1 – Cost Breakout

Option Year 1 Training				
# Classes Events	Title	Class Location	Level of Effort Cost Breakout	Totals
3	NGB Cooperative Agreements Training (Open)	Las Vegas	(b) (4)	(b) (4)
			Travel and per diem	
			Meeting Room/AV	
			Supplies	
<b>Total</b>				
10	NGB Cooperative Agreements Training (USPFO-Sponsored)	Various – MO, WV, CO, TX, ND, TN, OH, SC, ID, WY	(b) (4)	(b) (4)
			Travel and per diem	
			Supplies	
			<b>Total</b>	

Option Year 1 Training				
# Classes Events	Title	Class Location	Level of Effort Cost Breakout	Totals
1	NGB Cooperative Agreements Training (USPFO-Sponsored - GU)	Guam	(b) (4)	(b) (4)
			(b) (4)	
			Travel and per diem	
			Supplies	
<b>Total</b>				
1	NGB Cooperative Agreements Training (USPFO-Sponsored - PR)	Puerto Rico	(b) (4)	(b) (4)
			(b) (4)	
			Travel and per diem	
			Supplies	
<b>Total</b>				
1	NGB-PARC Training Workshop	Las Vegas	(b) (4)	(b) (4)
			(b) (4)	
			Travel and per diem	
			Supplies	
<b>Total</b>				
1	NGB-IR Training Workshop	TBD	(b) (4)	(b) (4)
			(b) (4)	
			Travel and per diem	
			Supplies	
<b>Total</b>				
1	2011 CFMOU	TBD	(b) (4)	(b) (4)
			(b) (4)	
			Travel and per diem	
			Supplies	
<b>Total</b>				
1	CA Course Wrap-up and Review	VIA VTC or Telecon	(b) (4)	(b) (4)
			(b) (4)	
<b>Total</b>				
1	USPFO Conference	TBD	(b) (4)	(b) (4)
			(b) (4)	
			Travel and per diem	
			Meeting Room/AV	



Option Year 1 Training				
# Classes Events	Title	Class Location	Level of Effort Cost Breakout	Totals
			Supplies	(b) (4)
<b>Total</b>				
4	USPFO Advisory Council Meetings	TBD	(b) (4)	
			Travel and per diem	
			Meeting Room/AV	
			Supplies	
<b>Total</b>				
3	NGB-PF Support	Arlington, VA	(b) (4)	
			Travel and per diem	
			Meeting Room/AV	
			Supplies	
<b>Total</b>				
3	New USPFO Training – 2, 3, 4	Arlington, VA	(b) (4)	
			Travel and per diem	
			Meeting Room/AV	
			Supplies	
<b>Total</b>				

**Option Year 1– Labor Breakout**

Option Year 1 Labor				
Title	U/M	Quantity	Rate/Hour	Total
(b) (4)	Hours	(b) (4)	(b) (4)	(b) (4)
	Hours			
	Hours			
<b>Labor Total</b>				(b) (4)

## Option Year 2

### Option Year 2 – Totals

Option Year 2 Total	
Title	Total
NGB Cooperative Agreements Training (Open)	(b) (4)
NGB Cooperative Agreements Training (USPFO-Sponsored)	
NGB Cooperative Agreements Training (USPFO-Sponsored - GU)	
NGB Cooperative Agreements Training (USPFO-Sponsored - PR)	
NGB-PARC Training Workshop	
NGB-IR Training Workshop	
2011 CFMOU	
CA Course Wrap-up and Review	
USPFO Conference	
USPFO Advisory Council Meetings	
NGB-PF Support	
New USPFO Training – 2, 3, 4	
(b) (4)	
<b>Option Year 2 Total</b>	

### Option Year 2 – Cost Breakout

Option Year 2 Training				
# Classes Events	Title	Class Location	Level of Effort Cost Breakout	Totals
3	NGB Cooperative Agreements Training (Open)	Las Vegas	(b) (4)	(b) (4)
			Travel and per diem	
			Meeting Room/AV	
			Supplies	
<b>Total</b>				
10	NGB Cooperative Agreements Training (USPFO-Sponsored)	Various – MO, WV, CO, TX, ND, TN, OH, SC, ID, WY	(b) (4)	(b) (4)
			Travel and per diem	
			Supplies	
			<b>Total</b>	

Option Year 2 Training				
# Classes Events	Title	Class Location	Level of Effort Cost Breakout	Totals
1	NGB Cooperative Agreements Training (USPFO-Sponsored - GU)	Guam	(b) (4)	(b) (4)
			(b) (4)	
			Travel and per diem	
			Supplies	
<b>Total</b>				
1	NGB Cooperative Agreements Training (USPFO-Sponsored - PR)	Puerto Rico	(b) (4)	(b) (4)
			(b) (4)	
			Travel and per diem	
			Supplies	
<b>Total</b>				
1	NGB-PARC Training Workshop	Las Vegas	(b) (4)	(b) (4)
			(b) (4)	
			Travel and per diem	
			Supplies	
<b>Total</b>				
1	NGB-IR Training Workshop	TBD	(b) (4)	(b) (4)
			(b) (4)	
			Travel and per diem	
			Supplies	
<b>Total</b>				
1	2011 CFMOU	TBD	(b) (4)	(b) (4)
			(b) (4)	
			Travel and per diem	
			Supplies	
<b>Total</b>				
1	CA Course Wrap-up and Review	VIA VTC or Telecon	(b) (4)	(b) (4)
			(b) (4)	
			(b) (4)	
			(b) (4)	
<b>Total</b>				
1	USPFO Conference	TBD	(b) (4)	(b) (4)
			(b) (4)	
			Travel and per diem	
			Meeting Room/AV	
<b>Total</b>				
<b>Total</b>				

Option Year 2 Training				
# Classes Events	Title	Class Location	Level of Effort Cost Breakout	Totals
<b>Total</b>				<b>(b) (4)</b>
4	USPFO Advisory Council Meetings	TBD	(b) (4)	
			Travel and per diem	
			Meeting Room/AV Supplies	
<b>Total</b>				
3	NGB-PF Support	Arlington, VA	(b) (4)	
			Travel and per diem	
			Meeting Room/AV Supplies	
<b>Total</b>				
3	New USPFO Training – 2, 3, 4	Arlington, VA	(b) (4)	
			Travel and per diem	
			Meeting Room/AV Supplies	
<b>Total</b>				

**Option Year 2 – Labor Breakout**

Option Year 2 Labor			
Title	U/M	Q	
(b) (4)	Hours	(b) (4)	(b) (4)
(b) (4)	Hours	(b) (4)	(b) (4)
(b) (4)	Hours	(b) (4)	(b) (4)
<b>Labor Total</b>			(b) (4)

VENDOR TECHNICAL PROPOSAL

**Pages 13 - 45 have been withheld  
in their entirety pursuant to  
5 U.S.C. § 552 (b)(4)**

**(Proprietary Information  
from Technical Proposal)**

**It is unreasonable to segregate any  
portions within this record for release.**

**PERFORMANCE WORK STATEMENT**  
**COOPERATIVE AGREEMENT PROGRAM MANAGEMENT AND TRAINING SUPPORT**  
**AND**  
**RELATED SERVICES PROGRAM SERVICES**

The National Guard Bureau Principal Assistant Responsible for Contracting, NGB Grants and Cooperative Agreements Program (NGB-PARC-A) in conjunction with the Office of Property and Fiscal Affairs (NGB-PF) require contractor support services for professional instructors to teach the principles and management of Cooperative Agreements (CA) issued by the National Guard Bureau (Federal to State), support with the administration and management of the Program, and other Cooperative Agreement-related support and consultation services as described herein.

**1. SCOPE.** The contractor shall provide all personnel, plant, labor, equipment and materials necessary to provide the services required under this Performance Work Statement (PWS). The Cooperative Agreement instruction will include, but not limited to, Purpose and Legal Authority of CAs, Roles and Responsibilities of key functionaries, Financial Management of CAs, Claims and Appeals, Acquisition Procedures, Management Controls and Audits, Program Income/In-Kind Assistance and Central Personnel Plan. The contractor shall also provide consultation, logistical and administrative support in other Cooperative Agreement-related and NGB-PF function-related areas.

a. The target audience for this training include those personnel, state and federal, who are charged with the responsibility of funding, and the execution and management of Cooperative Agreements at the National and State level. Personnel include Grants Officers/United States Property & Fiscal Officers (USPFOs), Assistant USPFOs, Grants Officer's Representatives (GORs); Federal Program Managers; State and Federal Accountants, Auditors, and Legal Officers; and key staff members of the National Guard Bureau and the Adjutant General.

**2. SERVICES.** In preparing for and delivering the instruction to the target audience, this PWS consists of the requirements and deliverables outlined below.

a. The contractor shall develop a CA Training schedule for the fiscal year that will include dates and locations where training is to be held, a brief synopsis of the course and the targeted audience. This deliverable shall be provided to the Government for review and approval prior to posting.

b. The contractor shall develop the Plan-of-Instruction (POI). This deliverable shall be presented to the Government for review and approval prior to implementation by the contractor.

c. The contractor shall provide each student a Government-furnished course evaluation for completion at the conclusion of the class. The contractor shall collect a completed course evaluation from each student prior to their receipt of a Certificate of Completion. The contractor shall give the completed course evaluations to the On-Site Contracting Officer's Representative (COR) for forwarding to NGB-PARC-A.

d. The contractor shall develop the training modules and graphics required to support the POI. This deliverable shall be presented to the Government for review and approval prior to incorporating into the POI.

e. The contractor shall produce all training and administrative materials required to support the CA classes. These deliverables shall be presented to the Government for review approval prior to publishing final course materials.

f. The contractor shall provide, when necessary, all audio and visual equipment required to present the instruction.

g. The contractor shall provide on-line course registration. The contractor shall provide the Government a Registration List for each class one week prior to class start date.

h. The contractor shall provide training facilities. The contractor shall notify the Government 30-days prior to class start date if the contractor-provided training facilities will not be required, as may be the case when conducting state-sponsored training.

i. In coordination with NGB-PARC-A and NGB Program Managers, the contractor shall maintain the POI with updates necessary due to changes in regulations and policies. This may be accomplished on-line or on-site at National Guard Bureau, as required by the Government.

The contractor may be required by the Government to attend meetings and/or conferences pertaining to Cooperative Agreements if necessary to maintain or enhance course curriculum.

j. Training and other events may be modified as required by the Government.

**4. OTHER SERVICES:**

a. The contractor shall provide consulting services on Cooperative Agreements-related matters to NGB-PARC-A, NGB-PF and other National Guard Bureau officials as required by the Government. (Training and other structured events included in Table above).

b. The contractor shall provide assistance in developing instructional slides and presentations necessary to support formal workshops, training seminars, other organized training activities and meetings sponsored by NGB-PARC-A and NGB-PF. The primary course requirement, Cooperative Agreements Training shall be presented by the contractor and shall include the training modules described in the PWS, Paragraph 1, Scope; a coursebook containing all training items and subjects shall be developed, printed and provided to each student. The contractor shall coordinate all on-line registration for the various courses, workshops, and meetings and coordinate all training facilities necessary to conduct training event or meeting. Provide logistical and administrative tasks associated with hosting the USPFO Advisory Council Functions, Regional Workshops, Cooperative Agreement, Grants Officer, Grants Officer Representative Workshops and administrative support to various NGB-PARC-A and PF officials.

c. The contractor shall provide consulting services on Cooperative Agreements-related matters to NGB-PARC-A, NGB-PF and other National Guard Bureau officials as required by the Government. Tasks include assistance in updating training modules for NGB Program Manager Training and presenting such training to approximately 25 NGB PMs; development of training modules for NGR 5-2 Training and presenting such training; development of breakout presentations for the 2011 NGB PARC Training Workshop and presenting such training; assisting in the development and writing of policy on a variety of complex issues, such as payment of indirect costs; update of Single Audit Act Compliance Supplements; update the NGB's program input to the Catalog of Federal Domestic Assistance (CFDA) publication and issues related to CMIA compliance.

d. The contractor shall provide assistance in program management support related to the administration and oversight of the NGB's Recovery Act and Transparency Act recipient reporting to include coordination with other Federal Agencies, State Military Department personnel and contractors. Administrative support in formatting and editing regulations and directives prior to official publication, preparing general correspondence, maintaining office copies of pertinent regulations, maintaining the USPFO and GOR Directory, maintaining GOR demographic data, providing assistance to office staff in analyzing course critiques and performing trends analysis, and providing assistance with data input to GKO.

**5. TASK AND DELIVERABLE - SERVICE DELIVERY SUMMARY (SDS)**

<b>PWS Para</b>	<b>Performance Objectives</b>	<b>Performance Threshold</b>
1.	<i>Cooperative Agreement Training.</i> Training shall include the various modules and/or topics outlined in the Scope of the PWS. Instruction shall be	- Written complaints from no more than three students per class.

	complete, the delivery clear, and based on the Government-approved POI.	- 95% favorable Course Critiques for each class.
2.a.	<i>Schedule of Training:</i> Schedule shall be complete with course title, dates and location of training, if known. Shall be submitted prior to posting.	- No more than one revision required prior to approval. - Submit to Government for review prior to posting 100% of the time.
2.b.	<i>Plan of Instruction (POI).</i> Complete, clear, concise; reflective of the basic elements of CA training outlined in the Scope of this PWS. Shall be submitted prior to implementation.	- No more than one revision required prior to approval. - Submit to Government for review prior to implementation 100% of the time.
2.c.	<i>Course Evaluation.</i> Government-furnished course evaluations distributed to each student for completion at conclusion of course. Completed course evaluations are collected from each student, prior to their receipt of a Certificate of Completion, and provided to the On-Site COR.	- Submit completed course evaluations for each student to the On-Site COR 100% of the time.
2.d.	<i>Training Modules and Graphics for POI.</i> Training modules and graphics shall be complete and clear in illustrating significant points or objectives of the training outline in the Scope of this PWS. Shall be submitted prior to implementation.	- No more than one revision required prior to approval. - Submit to Government for review prior to implementation 100% of the time.
2.e.	<i>Training and Administrative Materials for Training.</i> Training and administrative materials for training shall be complete and clear and sufficient to enable successful presentation and delivery of instruction as outlined in the Scope of this PWS. Shall be submitted to the Government for approval prior to publishing final course materials and finalized prior to first day of class.	- No more than one revision required prior to approval. - Adequate for successful presentation and delivery of instruction 100% of the time. - Submit to Government for review prior to presentation and delivery of instruction 100% of the time.
2.f.	<i>Audio and Visual Equipment.</i> All equipment necessary for successful presentation and delivery of instruction shall be on-site and operational at start of class.	- On-site and operational at start of class for successful presentation and delivery of instruction 100% of the time.
2.g.	<i>On-Line Course Registration and Registration List.</i> Contractor shall provide on-line course registration for all students with easy access to registration site. Required registration data shall be kept to a minimum, and entry of information and use of site shall be user-friendly. Contractor shall provide a complete registration list to the Government one week prior to class start date.	- Successful first time entry and registration by 95% of registrants. - 100% timely delivery of Registration List - One week prior to class start date.
2.h.	<i>Training Facilities.</i> Contractor provided training facilities shall be well-lit, comfortable in temperature, with table, chairs and sufficient space for each student and their training materials conducive to a good learning environment.	- Comfortable, well-lit and sufficiently conducive to a good learning environment 100% of the time.

<b>PWS Para</b>	<b>Performance Objectives</b>	<b>Performance Threshold</b>
2.i.	<i>Update and Maintain POI.</i> The contactor shall coordinate with NGB officials and PMs to ensure	- POI and resulting instruction is current with latest



	POI is maintained with latest changes in regulation and policy.	changes in regulations and policy (or in process) 100% of the time.
4.a.	<i>Cooperative Agreement Consultation.</i> The contractor shall be well-researched, well-prepared and articulate in performing this service, and presentation and materials shall include the latest updates regulatory and policy changes.	<ul style="list-style-type: none"> <li>- No more than two written complaints per assigned CA consultation task.</li> <li>- Customer Satisfaction Rate 98% of the time.</li> </ul>
4.b.	<i>Training Administrative and Logistical Support.</i> Slides, presentations and other materials shall be well-researched and current in their development. Logistical support including meeting, workshop and seminar planning shall be appropriate for the forum, and shall be conducive to conducting a successful event.	<ul style="list-style-type: none"> <li>- No more than two written complaints per assigned CA consultation task.</li> <li>- Customer Satisfaction Rate 98% of the time.</li> </ul>
4.c.	<i>Management and Administrative Support.</i> Correspondence, maintenance of regulations, directories and other data shall be error-free and produced in a timely and/or up-to-date manner. Tasks requiring analysis of data shall be accomplished in a well-reasoned manner, with sound conclusions and recommendations	<ul style="list-style-type: none"> <li>- No more than two written complaints per assigned management or administrative task.</li> <li>- Customer Satisfaction Rate 98% of the time.</li> </ul>

a. The Government will evaluate the Contractor's performance by appointing a Contracting Officer's Representative (COR) to monitor performance to ensure services are received. The COR will evaluate the Contractor's performance through review of each deliverable, review of course evaluations, and by report and feedback provided by designated On-Site CORs. Periodic attendance at various classes, to observe the contractor's performance may also be utilized in surveillance of and monitoring performance. The Government may inspect each task as completed or increase the number of reviews and inspections if deemed appropriate because of repeated failures discovered during review, or because of increased customer dissatisfaction. Likewise, the Government may decrease the number of quality control reviews and inspections if performance dictates. The COR shall make final determination of the validity of customer complaint(s).

b. If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may:

- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- (2) Reduce the contract price to reflect the reduced value of the services performed.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		(b) (4)	Dollars, U.S.	\$1.00	(b) (4)

CA Trng & Pgrm Suppt - Labor  
FFP

(b) (4)

FOB: Destination  
PURCHASE REQUEST NUMBER: F9WFJS0231A909  
SIGNAL CODE: A

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NET AMT (b) (4)

ACRN AA (b) (4)  
CIN: F9WFJS0231A9090000AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Dollars, U.S.		(b) (4)

Travel/ODC

COST

This is a not to exceed, cost reimbursable line item for travel and other direct costs to perform the discrete elements of the Performance Work Statement tasks. Travel shall be conducted in accordance with the Joint Travel Regulation.

FOB: Destination

PURCHASE REQUEST NUMBER: F9WFJS0231A909

SIGNAL CODE: A

ESTIMATED COST (b) (4)

ACRN AA (b) (4)  
CIN: F9WFJS0231A909

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		(b) (4)	Dollars, U.S.	\$1.00	(b) (4)
OPTION	CA Trng & Pgrm Suppt - Labor FFP				
	(b) (4)				
	FOB: Destination				
	SIGNAL CODE: A				

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002			Dollars, U.S.		(b) (4)
OPTION	Travel/ODC COST				
	This is a not to exceed, cost reimbursable line item for travel and other direct costs to perform the discrete elements of the Performance Work Statement tasks. Travel shall be conducted in accordance with the Joint Travel Regulation.				
	FOB: Destination				
	SIGNAL CODE: A				

ESTIMATED COST (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		(b) (4)	Dollars, U.S.	\$1.00	(b) (4)
OPTION	CA Trng & Pgrm Suppt - Labor FFP (b) (4)				
	FOB: Destination SIGNAL CODE: A				

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NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002			Dollars, U.S.		(b) (4)
OPTION	Travel/ODC COST This is a not to exceed, cost reimbursable line item for travel and other direct costs to perform the discrete elements of the Performance Work Statement tasks. Travel shall be conducted in accordance with the Joint Travel Regulation. FOB: Destination SIGNAL CODE: A				

ESTIMATED COST (b) (4)

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 10-FEB-2011 TO 09-JAN-2012	N/A	SEE SCHEDULE N/A N/A AA N/A FOB: Destination	SCHED1
0002	POP 10-FEB-2011 TO 09-JAN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
1001	POP 10-JAN-2012 TO 09-JAN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
1002	POP 10-JAN-2012 TO 09-JAN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
2001	POP 10-JAN-2013 TO 09-JAN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
2002	POP 10-JAN-2013 TO 09-JAN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1

## ACCOUNTING AND APPROPRIATION DATA

AA: 5713840 581 4106 100100 010000 559ZZ 59220F 667100 F67100  
AMOUNT: \$493,692.77  
CIN F9WFJS0231A909: (b) (4)  
CIN F9WFJS0231A9090000AA: (b) (4)

## CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JUN 2010)

(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; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the

CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

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

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

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 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 (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

\_\_\_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

\_\_\_ (7) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (8) 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).

\_\_\_ (9) [Reserved].

\_\_\_ (10)(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.

\_\_\_ (11)(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.

\_\_\_ (12) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (13)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2010) (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.

- \_\_\_ (iv) Alternate III (JUL 2010) of 52.219-9.
- \_\_\_ (14) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (15) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (16)(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.
- \_\_\_ (17) 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).
- \_\_\_ (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- \_\_\_ (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- \_X\_ (21) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- \_X\_ (22) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- \_X\_ (23) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \_X\_ (24) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- \_X\_ (25) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- \_X\_ (26) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- \_\_\_ (27) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- \_\_\_ (28) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

\_\_\_ (29) 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.)

\_\_\_ (30) (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.)

\_\_\_ (31) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

\_\_\_ (32)(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. .

\_\_\_ (33) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

\_\_\_ (34) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (35)(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.

\_\_\_ (36) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (37) 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).

\_\_\_ (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (40) 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))

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

\_X\_ (42) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (43) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

\_\_\_ (44) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

\_\_\_ (45) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (46)(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.

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(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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 \$650,000 (\$1.5 million 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 Veterans (SEP 2010) (38 U.S.C. 4212).

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(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)

#### 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 7 calendar days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; 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.

(End of clause)



252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS  
(MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

ADDITIONAL INFORMATION

1. The Contractor POC is (b) (6) at (703) 531-1180, & at (b) (6)

2. The Contracting Officer is (b) (6) at (703) 607-1127 & at (b) (6)

3. The Contracting Officer Representative is (b) (6) at (703) 607-0990 & at (b) (6)

Any questions on allowability of charges are to be directed to the Contracting Officer prior to commitment. Any requirement which would increase the amount of the contract must be accomplished by the Contracting Officer through an issuance of a modification.

Invoices will be submitted and processed through Wide Area Workflow-Receipt and Acceptance (WAWF-RA) in accordance with DFARS 252.232-7003, Electronic Submission of Payment Requests. Information regarding WAWF-RA is available on the internet at <https://wawf.eb.mil>.

### WIDE AREA WORKFLOW INVOICE INSTRUCTIONS:

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

- Wide Area Workflow (WAWF) (see instructions below)*
- Web Invoicing System (WInS)(<https://ecweb.dfas.mil>)*
- American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats (<http://www.X12.org> and <http://www.dfas.mil/ecedi>)*
- Other (please specify)\_\_\_\_\_*

DFAS POC and Phone: DFAS LIMESTONE, 800-756-4571

**WAWF is the preferred method to electronically process vendor request for payment.** This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) Limestone at 800-756-4571. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/contractorpay.html> . Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

*TYPE OF DOCUMENT*                      *[Check the appropriate block]*

- Commercial Item Financing*
- Construction Invoice (Contractor Only)*
- Invoice (Contractor Only)*
- Invoice and Receiving Report (COMBO) or Supply*
- Invoice as 2-in-1 (Services Only) Service*
- Performance Based Payment (Government Only)*
- Progress Payment (Government Only)*
- Cost Voucher (Government Only)*
- Receiving Report (Government Only)*

*ISSUE BY DODAAC: W9133L*

*ADMIN BY DODAAC: W9133L*

**ACCEPT BY DODAAC: F9WFJS**

*SHIP TO DODAAC: W9133L*

*LOCAL PROCESSING OFFICE DODDAC: N/A*

**PAYMENT OFFICE FISCAL STATION CODE: F67100**