

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 26			
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number DAAE20-99-R-0114		6. Solicitation Issue Date 1999APR15	
7. For Solicitation Information Call:			A. Name LYNN HULTMAN			B. Telephone Number (No Collect Calls) (309) 782-0888		8. Offer Due Date/Local Time 1999JUN01 15 45 CST	
9. Issued By  ACALA AMSTA-AC-PCH-C ROCK ISLAND IL 61299-7630			Code W52H09	10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: 8299 Size Standard:			11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule		12. Discount Terms
e-mail: HULTMANL@RIA.ARMY.MIL						13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) <input checked="" type="checkbox"/>		13b. Rating DOS1	
14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			15. Deliver To SEE SCHEDULE			16. Administered By			Code
Telephone No.			17. Contractor/Offeror			18a. Payment Will Be Made By			Code
Code			Facility						
Telephone No.			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	23. Unit Price	24. Amount
			SEE SCHEDULE						
			(Attach Additional Sheets As Necessary)						
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached.			<input checked="" 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 <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 _____ Offer <input type="checkbox"/> 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)				
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)			31c. Date Signed	
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					33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number		35. Amount Verified Correct For
32b. Signature Of Authorized Government Representative			32c. Date		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final			37. Check Number	
41a. I Certify This Account Is Correct And Proper For Payment					38. S/R Account Number		39. S/R Voucher Number		40. Paid By
41b. Signature And Title Of Certifying Officer			41c. Date		42a. Received By (Print)				
					42b. Received At (Location)				
					42c. Date Recd (YYMMDD)		42d. Total Containers		

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## SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52-201-4501 ACALA	NOTICE ABOUT ACALA OMBUDSMAN	NOV/1995

a. We have an Ombudsman Office here at the U.S. Armament and Chemical Acquisition and Logistics Activity (ACALA). Its purpose is to open another channel of communication with ACALA contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army ACALA  
AMSTA-AC-PC (OMBUDSMAN)  
Rock Island IL 61299-7630  
Phone: (309) 782-3224  
Electronic Mail Address: AMSTA-AC-PC@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) ACALA solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

AS7006

2	52.215-4503	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED	APR/1999
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1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-ACALA has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-ACALA Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. **IMPORTANT:** Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses included in this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - ACALA  
(ACALA 52.215-4510)

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**Name of Offeror or Contractor:**LS7012, Electronic Award Notice - ACALA  
(ACALA 52.215-4511)

(End of clause)

(AS7004)

3 52.233-4503 AMC-LEVEL PROTEST PROGRAM  
ACALA

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

AS7010

\*\*\* END OF NARRATIVE A001 \*\*\*

## SUPPLEMENTAL INFORMATION

1. This solicitation will result in the award of a long term (3 years), firm-fixed-price, indefinite delivery-indefinite quantity (IDIQ) (see FAR Part 16.504) type contract. Multiple awards to more than one contractor will not be considered. The performance period will not exceed October 31, 2002. This procurement is in support of a U. S. Army Tank-automotive and Armaments Command (TACOM), Armament and Chemical Acquisition and Logistics Activity (ACALA) education program called ACALA Academy.

2. ACALA Academy is designed to provide focused education to enhance development of integrated business skills. The curriculum is targeted to meet the following objectives:

a. Assist associates in achieving Defense Acquisition Workforce Improvement Act (DAWIA), Public Law 101-510 (10 USC 1701), Title XII, Defense Acquisition Workforce, November 5, 1990, educational requirements. For entry into a professional contracting position with the Government, DAWIA mandates that the employee must have successfully completed a minimum of twenty-four semester credit hours of business based education from an institution of higher learning accredited to grant baccalaureate degrees.

b. Generate business skills necessary for the successful shift of Government from a rule-driven bureaucracy to common-sense

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business practices.

- c. Assist associates in preparing for future leadership/multifunctional roles.
- d. Raise the overall education level of TACOM-ACALA associates.
- e. Provide convenient and accessible quality education opportunities at an accelerated pace.

3. ACALA Academy is comprised of two separate courses of study, undergraduate and graduate.

a. The undergraduate program is a customized certificate program with a prescribed series of courses aimed at completion of twenty-four credit hours of business education. Courses are intended to assist the student in developing and/or enhancing knowledge, skill and ability in the following: resource management; communication (oral and written); team participation and team building; organizational theory and structure; business processes and procedures; research and analysis; information technology; and leadership.

b. The graduate program culminates in a Master's Degree; however, it is not intended as a Master's in Business Administration (MBA) program. Rather, emphasis is on strengthening leadership and integrated business skills to prepare professional employees for optimum performance in a multi-functional work environment. Courses are intended to guide the student in developing and/or enhancing proficiency in the following competencies: communication; creative thinking; problem solving; conflict management; decision making; planning, evaluating and implementing strategies; human resource management; financial management; information management; technology management; leadership and team building; and customer orientation.

4. To achieve the objectives discussed in paragraph 2, TACOM-ACALA is seeking a fully accredited educational institution to provide both undergraduate and graduate level courses to employees. Both levels of courses must be organized in a structured curriculum designed to provide the student with the knowledge, skills, abilities, and competencies outlined in paragraph 3.

5. ACALA Academy was formed in September 1997. Initially, it was a pilot program with only two classes offered in the first session. The original contract was executed with St. Ambrose University, Davenport, IA as a non-competitive action due to its experimental nature and limited scope. Also at the time, St. Ambrose University was the only educational institution in the commuting area that offered an accelerated program, one of the main goals of ACALA Academy. In 1998, the TACOM-ACALA/St. Ambrose University partnership was expanded to include Black Hawk College, Moline, IL, for additional undergraduate courses. Each school honors credits earned for courses conducted by the other. To date, all ACALA Academy courses have been sole source procurement actions with St. Ambrose University and Black Hawk College.

6. The following courses are currently offered through ACALA Academy:

St. Ambrose University, Davenport, IA:

Undergraduate:

Organizational Theory	3 semester credit hours
Human Resource Management	3 semester credit hours
Legal Environment in Business	3 semester credit hours
Marketing	3 semester credit hours
Diversity in the Workplace	3 semester credit hours
Group Decision Making	3 semester credit hours
Principles of Management	3 semester credit hours
International Business	3 semester credit hours

Graduate:

Business Logistics	3 semester credit hours
Project Management	3 semester credit hours
Human Resource Management	3 semester credit hours
Procurement & Supply Management	3 semester credit hours
Organizational Cultures & Systems	3 semester credit hours
Ethics, Integrity & Social Responsibility	3 semester credit hours

Black Hawk College, Moline, IL:

Undergraduate:

Introduction to Business	3 semester credit hours
Marketing	3 semester credit hours
Macroeconomics	3 semester credit hours
Microeconomics	3 semester credit hours

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Human Resource Management	3 semester credit hours
Accounting I (includes a Lab)	4 semester credit hours
Accounting II	3 semester credit hours
Communications	3 semester credit hours

7. In the short time since its inception, the program has been very successful with more classes added each session. The first cycle of undergraduate courses (twenty-four semester credit hours) will conclude in October 1999, with approximately seventeen TACOM-ACALA associates receiving Certificates in Business Management. Currently, there are twenty TACOM-ACALA associates enrolled in the graduate program.

8. ACALA Academy students are full time employees of TACOM-ACALA. Classes are held on-site at Rock Island Arsenal, Rock Island, IL, during the workday (Monday through Thursday only), and students attend on official duty time. Courses are accelerated, i.e., they meet three hours once a week for eight weeks. The ACALA Academy school year is comprised of four individual sessions, each eight weeks in duration. Sessions run consecutively from August through May, with short (1-2 weeks) breaks between sessions. Classes are not held during June and July.

9. For this action, on-site classes are defined as traditional instruction delivery, i.e., direct face-to-face instruction from the instructor to the students in the same location. While offerors are not prohibited from proposing nontraditional methods for instruction delivery, e.g., distance learning via direct television (DTV), it must be understood that TACOM-ACALA does not have the necessary resources to commit to electronic course delivery. Therefore, proposals including nontraditional means of delivery must also state how this will be accomplished. The Government will not assume any responsibility for purchase, installation, maintenance, or operation of any equipment required for nontraditional instruction delivery.

10. The following factors will be used to evaluate offers:

a. These factors are considered "Go/No Go". That means that any offer that does not fully meet the stated requirement will be considered unacceptable and will not be evaluated further.

(1) Accreditation. The offeror must be a fully accredited educational institution authorized to grant baccalaureate and Master's degrees.

(2) Curricula. Proposed curricula (both undergraduate and graduate) must be designed to assist students in developing and/or enhancing ALL the knowledge, skills, abilities, and competencies outlined in paragraph 3.

b. These factors will also be evaluated. They are listed in order of importance, with Price being more important than Experience.

(1) Price. Because the semester credit hours per course may vary, prices will be proposed and evaluated on a per semester credit hour basis. Also, prices for undergraduate and graduate semester credit hours will be proposed and evaluated separately.

(2) Experience. This includes offeror experience in providing accelerated courses as well as other educational programs the offeror has conducted for the Government or private sector companies.

Further discussion of the evaluation process in general can be found in FAR Part 12.301. Specific discussion of the above stated factors can be found in this solicitation at FAR Clause 52.212-2, Evaluation--Commercial Items.

11. The basis for this award shall be the best overall value to the Government. We may choose not to award to the lowest priced offeror even if all other factors are determined acceptable. We may choose not to award to the offeror rated the highest in non-price factors, if perceived advantages are not considered worth the cost premium. In comparing the price and non-price advantages, the source selection authority will consider the evaluation factors and their relative importance as stated above in paragraph 9 and in FAR Clause 52.212-2, Evaluation--Commercial Items included in this solicitation.

12. This contract will span three fiscal years--FY00, FY01 and FY02. (A Government fiscal year runs October through September.) There will be four Ordering Periods within each fiscal year--October, January, March, and August. A delivery order will be placed for each Ordering Period. Specific classes, the number of classes, and the number of students included in each delivery order will be determined based on need and available funds for that Ordering Period.

13. It is estimated that 3-4 undergraduate classes with approximately 20 students per class will be held in each of the four 8-week sessions conducted each fiscal year of the contract. The estimated total number of undergraduate classes over the duration of the contract is 36-48. It is estimated that 1-2 graduate classes with approximately 15 students per class will be held in each of the four 8-week sessions conducted each fiscal year of the contract. The estimated total number of graduate classes over the duration of the contract is 12-24.

14. A minimum of three undergraduate classes with no less than a total of 45 students and one graduate class with no less than 10

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students is guaranteed in this contract. The stated minimum will be ordered in the first ordering period, October 1999. On the Price Evaluation Sheet at Attachment 002, the minimum guaranteed quantity is stated in semester credit hours--135 undergraduate semester credit hours and 30 graduate semester credit hours.

15. The maximum number of classes that will be ordered in a single ordering period is four undergraduate classes and two graduate classes. The number of undergraduate students in these classes will not exceed 80. The number of graduate students in these classes will not exceed 40. The maximum number of classes that may be ordered over the duration of this contract is 48 undergraduate and 24 graduate. The Government is only obligated to the guaranteed minimum stated in paragraph 14. The maximum number of classes and students stated in this paragraph are not guaranteed, thus forming no obligation to purchase on the part of the Government.

16. In accordance with FAR 31.201-3, offerors are solely responsible under actual contract performance for ensuring that pricing reflects adequate resources to successfully complete the effort.

17. In this solicitation, any reference to the "Schedule" means Attachment 001, Performance Work Statement, and/or Attachment 002, Price Evaluation Sheet.

**IMPORTANT NOTES:**

1. TO BE ELIGIBLE FOR AWARD OF ANY GOVERNMENT CONTRACT, YOU MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) PRIOR TO AWARD. THE INTERNET ADDRESS FOR REGISTRATION IS <http://ccr.edi.disa.mil>. IF YOU ARE NOT ALREADY REGISTERED IN THE CCR DATABASE, IT IS IN YOUR BEST INTEREST TO DO SO IMMEDIATELY, AS LACK OF REGISTRATION WILL RENDER YOU INELIGIBLE FOR AWARD.

2. IN ACCORDANCE WITH ACALA CLAUSE 52.215-4503, NOTICE TO OFFERORS--ELECTRONIC BID/OFFER RESPONSE REQUIRED, ALL PROPOSALS IN RESPONSE TO THIS SOLICITATION SHALL BE SUBMITTED IN ELECTRONIC FORMAT. HARDCOPY PROPOSALS WILL NOT BE ACCEPTED. ADDITIONAL INFORMATION AND INSTRUCTIONS FOR SUBMITTING PROPOSALS ARE PROVIDED IN THIS SOLICITATION AT ACALA CLAUSE 52.215-4510.

\*\*\* END OF NARRATIVE A002 \*\*\*

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  <u>Supplies or Services and Prices/Costs</u>  <u>UNDERGRADUATE COURSES</u>  SECURITY CLASS: Unclassified ENTER PRICES FOR THE GUARANTEED MINIMUM ON ATTACHMENT 002, PRICE EVALUATION SHEET.  (End of narrative B001)			\$ _____	\$ _____
0002	<u>Supplies or Services and Prices/Costs</u>  <u>GRADUATE COURSES</u>  SECURITY CLASS: Unclassified ENTER PRICES FOR GUARANTEED MINIMUM ON ATTACHMENT 002, PRICE EVALUATION SHEET.  (End of narrative B001)			\$ _____	\$ _____

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SEE ATTACHMENT 002, PRICE  
EVALUATION SHEET TO ENTER  
PRICES FOR THE GUARANTEED  
MINIMUM.

\*\*\* END OF NARRATIVE B001 \*\*\*

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## SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.239-4500 YEAR 2000 (Y2K) COMPLIANCE ACALA	NOV/1998
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a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

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## CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	APR/1998
2	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/1998
3	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	MAR/1999

(a) The Contractor agrees to comply with the following 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) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C. 3553 and 40 U.S.C. 759).

(b) The Contractor agrees to comply with the FAR and FIRMR clauses in this paragraph (b) which 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 or components:

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

\_\_\_\_(2) (Reserved)

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

\_\_\_\_(4) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

\_\_\_\_(5) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

\_\_\_\_(6)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_\_(ii) Alternate I of 52.219-23

\_\_\_\_(7) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).

\_\_\_\_(8) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

\_\_\_\_(9) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 99).

\_\_\_\_(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 99)(if the offeror elects to waive the preference, it shall so indicate in its offer).

\_\_\_\_(11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).

X \_\_\_\_ (12) 52.222-26, Equal Opportunity (E.O. 11246).

X \_\_\_\_ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X \_\_\_\_ (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

X \_\_\_\_ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).

\_\_\_\_(16) 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).

\_\_\_\_(17) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

\_\_\_\_(18) Reserved.

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\_\_\_\_(19) 52.225-18, European Union Sanctions for End Products (E.O. 12849).

\_\_\_\_(20) 52.225-19, European Union Sanctions for Services (E.O. 12849).

\_\_\_\_(21)(i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

\_\_\_\_(ii) Alternate I of 52.225-21.

\_\_\_\_(22) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

\_\_\_\_(23) 201-39.5202-3, Procurement Authority (FIRMR).

(This acquisition is being conducted under -1- delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is -2-).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

\_\_\_\_(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

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

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

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

(d) Comptroller General Examination of Record. The Contractor agrees to 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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));

and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

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**Name of Offeror or Contractor:**

(End of clause)

(IF6260)

4            52.216-18            ORDERING            OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 October 1999 through 15 August 2002 .

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

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

End of Clause

(IF6155)

5            52.216-19            ORDER LIMITATIONS            OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 2 classes, either undergraduate, graduate or a combination of both, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 4 undergraduate classes with a total of 80 students or 2 graduate classes with a total of 40 students;

(2) Any order for a combination of items in excess of 6 classes with a total of 120 students; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

6            52.216-22            INDEFINITE QUANTITY            OCT/1995

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 October 2002 .

(End of clause)

(IF6036)

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**Name of Offeror or Contractor:**

## LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	PERFORMANCE WORK STATEMENT	01-APR-99	003	ELECTRONIC IMAGE
Attachment 002	PRICE EVALUATION SPREADSHEET	01-APR-99	001	ELECTRONIC IMAGE

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN DAAE20-99-R-0114

MOD/AMD

**Name of Offeror or Contractor:**

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Regulatory Cite	Title	Date
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1	52.212-3 OFFERORS REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS - ALTERNATE I, II & III	MAY/1999
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(a) Definitions. As used in this provision: Emerging Small Business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

\_\_\_\_ TIN has been applied for.

\_\_\_\_ TIN is not required because:

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

\_\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_\_ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of Organization.

\_\_\_\_ Sole proprietorship

\_\_\_\_ Partnership

\_\_\_\_ Corporate entity (not tax-exempt);

\_\_\_\_ Corporate entity (tax-exempt);

\_\_\_\_ Government entity (Federal, State, or local);

\_\_\_\_ Foreign government;

\_\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_\_ Other \_\_\_\_\_

(5) Common Parent.

\_\_\_\_ Offeror is not owned or controlled by a common parent.

\_\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

**Name of Offeror or Contractor:**

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents, for general statistical purposes, that it  
 \_\_\_ is,  
 \_\_\_ is not

a small business concern.

(2) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision). The offeror represents, for general statistical purposes, that it

\_\_\_ is  
 \_\_\_ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it

\_\_\_ is  
 \_\_\_ is not

a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

\_\_\_ is  
 \_\_\_ is not

a women-owned business concern.

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

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

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it

\_\_\_ is  
 \_\_\_ is not

an emerging small business.

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

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

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

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
___ 50 or fewer	___ \$1 million or less
___ 51-100	___ \$1,000,001-\$2 million
___ 101-250	___ \$2,000,001-\$3.5 million
___ 251-500	___ \$3,500,001-\$5 million
___ 501-750	___ \$5,000,001-\$10 million
___ 751-1,000	___ \$10,000,001-\$17 million

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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**Name of Offeror or Contractor:**

\_\_\_Over 1,000

\_\_\_Over \$17 million

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

(i) General. The offeror represents that either -

- (A) It \_\_\_is
- \_\_\_is not

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

- (B) It \_\_\_has
- \_\_\_has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that compiles with the requirements in 13 CFR 124.1002(f) and that the representation in paragraphs (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(iii) Address. The offeror represents that its address \_\_\_is \_\_\_is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

\_\_\_\_\_ Black American

\_\_\_\_\_ Hispanic American

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic or Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

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

(i) it

Name of Offeror or Contractor:

\_\_\_ is
\_\_\_ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it
\_\_\_ is
\_\_\_ is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:

\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

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

(i) It
\_\_\_ has,
\_\_\_ has not,

participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 114; and

(ii) It
\_\_\_ has,
\_\_\_ has not,

filed all required compliance reports.

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

(i) It
\_\_\_ has developed and has on file,
\_\_\_ has not developed and does not have on file,

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It

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

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

(f) Buy American Act - Trade Agreements - Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act - Trade Agreement - Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled 'Buy American Act - Trade Agreements - Balance of Payments Program' and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

Line Item No. Country of Origin

Name of Offeror or Contractor:

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program":

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) (1) Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program, is included in this solicitation.)

(i) Each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled Buy American Act - North American Free Trade Agreement Implementation Act-Balance of Payments Program. Components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

Line Item No. Country of Origin

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify below those excluded end products that are NAFTA country end products. Products that are not identified below will not be deemed NAFTA country end products. The following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program":

**Name of Offeror or Contractor:**

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

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

(1) The offeror and/or any of its principals

\_\_\_\_are,

\_\_\_\_are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) \_\_\_\_Have,

\_\_\_\_Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

\_\_\_\_are,

\_\_\_\_are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

(KF7059)

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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**Name of Offeror or Contractor:**

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS	AUG/1998

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

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

(1) The solicitation number;

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

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

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This includes the information required in FAR Clause 52.212-2, Evaluation--Commercial Items, provided in this solicitation. It may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

(f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

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

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

**Name of Offeror or Contractor:**

the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to - GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978. (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

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

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

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

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

(B) Through the DODSSP Internet site at <http://www.d0dssp.daps.mil>.

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

(LF7027)

2            52.215-4510            ELECTRONIC BIDS/OFFERS            APR/1999  
ACALA

1. Bidders/Offerors are required to submit their bids/offers for this solicitation via electronic response on the TACOM-ACALA Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047. You MUST utilize the clickable icon located in the "Submit Bid/Offer" column associated with this solicitation number on the web page from which you accessed this solicitation to submit your bid or offer. You may use your "back button" on your toolbar to return to the Open Solicitations page, or you may use the URL:

[http://www-acala.ria.army.mil/ACALA/AAIS/padds\\_web/index.html](http://www-acala.ria.army.mil/ACALA/AAIS/padds_web/index.html)

2. These responses must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors bear the responsibility of timely transmission of their bids/offers to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.

3. Upon opening the "Submit Bid/Offer" web page, the bidder/offeror will be prompted to fill in a brief form, listing information including company name, CAGE code, and point of contact email address and phone number. Following successful completion of the form, you will be prompted to an ftp upload web page, where you will:

a. attach all electronic files representing the complete content of your bid/offer and all attachments, or

**Name of Offeror or Contractor:**

b. submit your bid/offer and all attachments, or

c. submit your bid/offer through a combination of attached electronic files and teletyped/database documentation.

4. Bids/Offerors and all supporting documentation submitted as electronic attachments shall be provided either:

a. in an electronic file format for which the Government has available software (i.e. exhibiting any of the following file extensions: doc, rtf, ppt, dot, txt, asc, ans, wps, htm, html, htx, xls, xlt, prn, csv, xlw, wk4, wk3, wk1, wks, wql, dbf, dif, slk, xla, wmf, pot, pps, ppa, png, gif, jpg, exe, bmp, avi, mov, pdf) or

b. in any other electronic format, not listed above, as long as an electronic "viewer" is provided simultaneously with which the Government may open and process the electronic file.

5. Although the bids/offers submitted in accordance with the instructions herein and on the TACOM-ACALA Business Opportunities, Open Solicitations web page will be transmitted to a stand-alone secure server, offerors may elect to utilize a commercial encryption program to encrypt their transmission. If an offeror elects to encrypt a bid/offer transmission, you must provide the electronic decryption key via a separate transmission from the "Submit Bid/Offer" icon. The key should be transmitted as soon as possible after the transmission of the bid/offer, but not later than the time established by the solicitation for receipt of bids/offers.

6. Bid/Offer attachments (a) using other than the above listed file extensions for which the Government has available software, and which do not include an electronic "viewer" for alternative electronic formats, or (b) which do not exhibit a file extension, or (c) which do not provide a decryption key for encrypted transmissions, shall be excluded from consideration.

7. The TACOM-ACALA secure server is equipped with multiple incoming lines to accommodate connection with multiple offerors at once and to minimize the possibilities of connection failure. The upload function is programmed to transmit an End of File (EOF) message back to the offeror at the conclusion of the upload, stating "Transmission successfully completed. Your Bid/Offer has been received." If you fail to receive this EOF message or if you receive a different system message (such as "Transmission timed-out. Please Try Again.") please reconnect and initiate the process again from the "Submit Bid/Offer" button on the New Solicitations web page.

8. All bid/offer submissions, regardless of electronic format, shall refer to this solicitation and shall include the items or subitems, quantities, unit prices, time and place of delivery, all representations and other information required by this solicitation, and a statement of agreement with all the terms, conditions, and provisions of the invitation for bids/request for proposals.

9. Electronic bids that fail to furnish required representations or information, or that reject or revise any of the terms, conditions and provisions of the solicitation, shall be excluded from consideration.

10. Written confirmation of electronic bids/offers is not required.

11. The term "electronic bids/offers" as used in this provision, does NOT include telegrams, mailgrams, or any other electronic format submission not specifically identified herein.

12. Bids/offers submitted in any format other than the electronic bid/offer formats described above shall be rejected as non-responsive/unacceptable.

13. Commercial product literature in support of technical proposals shall be provided in electronic format (in accordance with the format guidelines, above). If commercial product literature is unavailable in electronic format is too voluminous to include as a telefax/datafax submission, the offeror shall reference the commercial product literature in the bid/offer documentation, providing a brief description of the literature, and shall retain the commercial product literature unless and until requested by the Contracting Officer to provide in hard copy format.

(End of Provision)

(LS7011)

3 52.215-4511 ELECTRONIC AWARD NOTICE  
ACALA

APR/1999

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor

**Name of Offeror or Contractor:**

agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

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(End of provision)

(LS7012)

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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PIIN/SIIN DAAE20-99-R-0114

MOD/AMD

**Name of Offeror or Contractor:**

## EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-2	EVALUATION - COMMERCIAL ITEMS	JAN/1999

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

THESE FACTORS WILL BE EVALUATED ON A "GO/NO GO" BASIS:

## 1. ACCREDITATION.

THE OFFEROR WILL BE A FULLY ACCREDITED EDUCATIONAL INSTITUTION AUTHORIZED TO GRANT BACCALAUREATE AND MASTER'S DEGREES. DOCUMENTATION OF ACCREDITATION SHALL BE SUBMITTED WITH THE PROPOSAL. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY THIS DOCUMENTATION. PROPOSALS THAT FAIL TO SATISFY THIS REQUIREMENT WILL BE CONSIDERED UNACCEPTABLE AND WILL NOT BE FURTHER EVALUATED.

## 2. CURRICULA.

A. UNDERGRADUATE CURRICULUM: THE PROPOSED CURRICULUM WILL BE DESIGNED TO ASSIST STUDENTS IN DEVELOPING AND/OR ENHANCING KNOWLEDGE, SKILL AND ABILITY IN THE FOLLOWING:

RESOURCE MANAGEMENT  
COMMUNICATION (ORAL AND WRITTEN)  
TEAM PARTICIPATION AND TEAM BUILDING  
ORGANIZATIONAL THEORY AND STRUCTURE  
BUSINESS PROCESSES AND PROCEDURES  
RESEARCH AND ANALYSIS  
INFORMATION TECHNOLOGY  
LEADERSHIP

THE OFFEROR WILL SUBMIT A PROPOSED CURRICULUM OF BUSINESS COURSES. FOR EACH COURSE PROPOSED, INCLUDE A COURSE DESCRIPTION, THE NUMBER OF SEMESTER CREDIT HOURS, AND THE SPECIFIC KNOWLEDGE, SKILLS AND ABILITIES THE COURSE IS DESIGNED TO DEVELOP AND/OR ENHANCE. THIS CURRICULUM WILL RESULT IN A PROFESSIONAL CERTIFICATE IN BUSINESS MANAGEMENT EQUAL TO NOT LESS THAN 24 SEMESTER CREDIT HOURS.

B. GRADUATE CURRICULUM: THE PROPOSED CURRICULUM WILL BE EVALUATED FOR ITS ABILITY TO GUIDE STUDENTS IN DEVELOPING AND/OR ENHANCING PROFICIENCY IN THE FOLLOWING COMPETENCIES:

COMMUNICATION  
CREATIVE THINKING  
PROBLEM SOLVING  
CONFLICT MANAGEMENT  
DECISION MAKING  
PLANNING, EVALUATING AND IMPLEMENTING STRATEGIES  
HUMAN RESOURCE MANAGEMENT  
FINANCIAL MANAGEMENT  
INFORMATION MANAGEMENT  
TECHNOLOGY MANAGEMENT  
LEADERSHIP AND TEAM BUILDING  
CUSTOMER ORIENTATION

THE OFFEROR WILL SUBMIT A PROPOSED CURRICULUM OF BUSINESS BASED COURSES. FOR EACH COURSE PROPOSED, INCLUDE A COURSE DESCRIPTION, THE NUMBER OF SEMESTER CREDIT HOURS, AND THE SPECIFIC COMPETENCIES THE COURSE IS DESIGNED TO DEVELOP AND/OR ENHANCE. THE CURRICULUM WILL RESULT IN A MASTER'S DEGREE WITH EMPHASIS ON LEADERSHIP AND INTEGRATED BUSINESS SKILLS.

THE PROPOSED CURRICULA, BOTH THE UNDERGRADUATE AND THE GRADUATE, MUST BE COMPRISED OF COURSES WHICH, WHEN CONSIDERED IN TOTAL, PROVIDE THE BASIS FOR DEVELOPMENT/ENHANCEMENT OF ALL THE KNOWLEDGES, SKILL, ABILITIES, AND COMPETENCIES IDENTIFIED ABOVE. PROPOSALS THAT FAIL TO MEET THIS REQUIREMENT WILL BE CONSIDERED UNACCEPTABLE AND WILL NOT BE FURTHER EVALUATED.

THESE FACTORS ARE LISTED IN ORDER OF IMPORTANCE, WITH PRICE BEING MORE IMPORTANT THAN EXPERIENCE:

## 1. PRICE.

**Name of Offeror or Contractor:**

THE OFFEROR WILL SUBMIT PROPOSED PRICES ON THE ATTACHED PRICE EVALUATION SHEET PROVIDED IN THIS SOLICITATION AS ATTACHMENT 002.

PRICES SHALL BE PROPOSED ON A PER SEMESTER CREDIT HOUR BASIS. PRICES SHALL BE PROPOSED SEPARATELY FOR EACH PRICING PERIOD ON THE PRICE EVALUATION SHEET. ALSO, PRICES SHALL BE PROPOSED SEPARATELY FOR UNDERGRADUATE AND GRADUATE COURSES.

OFFERORS ARE INSTRUCTED TO COMPLETE ALL OUTLINED BOXES ON THE PRICE EVALUATION SHEET. PROPOSALS OFFERING PRICES FOR PRICING PERIODS OTHER THAN THOSE SOLICITED AND/OR PROPOSALS OFFERING PRICES FOR LESS THAN ALL PRICING PERIODS WILL BE CONSIDERED UNACCEPTABLE AND WILL NOT BE CONSIDERED FOR AWARD.

PRICES FOR THE GUARANTEED MINIMUM (AS STATED IN ATTACHEMENT 002) SHALL BE ENTERED ON THE PRICE EVALUATION SHEET.

DETAILED INSTRUCTIONS FOR COMPLETING THE PRICE PROPOSAL AND EXPLANATION OF THE PRICE PROPOSAL EVALUATION PROCESS ARE PROVIDED ON THE PRICE EVALUATION SHEET AT ATTACHMENT 002 OF THIS SOLICITATION.

**2. EXPERIENCE.**

THE OFFEROR WILL SUBMIT NARRATIVE THAT ADDRESSES THE FOLLOWING ELEMENTS:

A. EXPERIENCE IN PROVIDING ACCELERATED COURSES, i.e., COURSES THAT MEET FOR LONGER INDIVIDUAL SESSIONS, BUT FOR A SHORTENED TOTAL PERIOD OF TIME, SUCH AS 3 HOURS ONCE A WEEK FOR 8 WEEKS. INCLUDE A LIST OF THE COURSES WITH A COURSE DESCRIPTION AND THE SEMESTER CREDIT HOURS FOR EACH COURSE. DESCRIBE THE DEMOGRAPHICS OF THE GROUP(S) FOR WHICH THESE COURSES WERE PROVIDED. STATE THE TIMEFRAME IN WHICH THESE COURSES WERE CONDUCTED.

THE FOLLOWING RATING SCHEME WILL BE USED TO EVALUATE EXPERIENCE IN PROVIDING ACCELERATED COURSES:

EXCELLENT: THREE OR MORE YEARS EXPERIENCE IN PROVIDING MANY (MORE THAN 5) ACCELERATED COURSES COVERING A VARIETY OF SUBJECTS.

GOOD: LESS THAN THREE YEARS, BUT MORE THAN ONE YEAR EXPERIENCE PROVIDING A LIMITED NUMBER (3-5) ACCELERATED COURSES COVERING LIMITED SUBJECTS.

MARGINAL: LESS THAN ONE YEAR EXPERIENCE PROVIDING A FEW (1-2) ACCELERATED COURSESCOVERING LIMITED SUBJECTS.

B. OTHER GOVERNMENTAL ENTITIES AND/OR PRIVATE COMPANIES FOR WHICH YOU HAVE PROVIDED THE SAME OR SIMILAR EDUCATIONAL SERVICES. INCLUDE A LIST OF THOSE SERVICES, E.G. COURSE TITLES AND DESCRIPTIONS, PURPOSE OF THE COURSE, ETC. STATE THE TIMEFRAME IN WHICH THESE SERVICES WERE PROVIDED. REFERENCES ARE REQUIRED.

THE FOLLOWING RATING SCHEME WILL BE USED TO EVALUATE EXPERIENCE IN PROVIDING SAME OR SIMILAR EDUCATION SERVICES:

EXCELLENT: PROVIDED SAME OR SIMILAR SERVICES MANY TIMES (3 OR MORE INSTANCES). REFERENCES REPORT POSITIVE PERFORMANCE.

GOOD: LIMITED EXPERIENCE (1-2 INSTANCES) PROVIDING SAME OR SIMILAR EDUCATION SERVICES. REFERENCES REPORT POSITIVE PERFORMANCE.

MARGINAL: NO EXPERIENCE PROVIDING SAME OR SIMILAR SERVICES.

POOR: PROVIDED SAME OR SIMILAR SERVICES; HOWEVER, REFERENCES REPORT POOR PERFORMANCE.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

(MP6025)