

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 7	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE20-00-P-0016		3. Award/Effective Date 1999OCT27		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name LYNN HULTMAN		B. Telephone Number (No Collect Calls) (309) 782-6386		6. Solicitation Issue Date	
9. Issued By TACOM-ROCK ISLAND AMSTA-CM-CRES 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: 8742 Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule	
e-mail: HULTMANL@RIA.ARMY.MIL						12. Discount Terms	
15. Deliver To SEE SCHEDULE		Code		16. Administered By PR ACALA ATTN FIN AND ACCT OFC ROCK ISLAND IL 61299-6000		Code W52H09	
Telephone No.							
17. Contractor/Offeror KAPLAN AND COMPANY 3606 BRINNINGTON ROAD P O BOX 4374 CHARLETTESVILLE VA 22905-4374		Code 1F6N3 Facility		18a. Payment Will Be Made By DFAS ST LOUIS ATT DFAS-SL-FPV 4300 GOODFELLOW BLVD BLDG 110 PO BOX 200009 ST LOUIS MO 63120-0009		Code HQ0304	
Telephone No.							
<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	23. Unit Price
		SEE SCHEDULE					
(Attach Additional Sheets As Necessary)							
25. Accounting And Appropriation Data ACRN: AA 97 X4930AC5GX6D6D02PSM2A50252C S11116 W52H09						26. Total Award Amount (For Govt. Use Only) \$14,065.00	
<input 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 type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
28. Contractor Is Required To Sign This Document And Return _____ Copies <input 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) REBECCA A HORST HORSTR@RIA.ARMY.MIL (309) 782-7252		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	

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 7****PIIN/SIIN** DAAE20-00-P-0016**MOD/AMD****Name of Offeror or Contractor:** KAPLAN AND COMPANYSUPPLEMENTAL INFORMATION
SUPPLEMENTAL INFORMATION

1. Kaplan & Company will conduct one (1) two day executive workshop entitled TACOM CBU Workshop for thirty (30) associates from the TACOM Light and Heavy Combat CBUs.
2. The workshop will be conducted 3-4 November 1999 at the Lady Luck Casino Hotel, Bettendorf, IA. Workshop hours will be 8:00 a.m. until 4:00 p.m. each day.
3. The total price is \$14,065.00 which includes facilitation of the workshop, facility rental, course materials, and all miscellaneous related expenses.

*** END OF NARRATIVE A001 ***

CONTINUATION SHEET

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MOD/AMD

Name of Offeror or Contractor: KAPLAN AND COMPANY

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG				JOB				
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>ORDER</u>	<u>ACCOUNTING</u>		<u>OBLIGATED</u>	
						<u>NUMBER</u>	<u>STATION</u>		<u>AMOUNT</u>	
0001	M10TR001M1	AA	1	97	X4930AC5GX6D6D02PSM2A50252C	S11116	0LBCAT	W52H09	\$	14,065.00
	SM2A5000000SM2A									
								TOTAL	\$	14,065.00

SERVICE						ACCOUNTING		OBLIGATED	
<u>NAME</u>	<u>TOTAL BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>			<u>STATION</u>		<u>AMOUNT</u>	
Army	AA		97	X4930AC5GX6D6D02PSM2A50252C	S11116	W52H09	\$	14,065.00	
							TOTAL	\$	14,065.00

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MOD/AMD

Name of Offeror or Contractor: KAPLAN AND COMPANY

CONTRACT CLAUSES

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	MAY/1999
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(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) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).

____(4) (i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____(ii.) Alternate I to 52.219-5.

____(iii.) Alternate II to 52.219-5.

____(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));

____(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

____(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

____(8)(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

____(9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C.2323).

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

____(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).

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MOD/AMD

Name of Offeror or Contractor: KAPLAN AND COMPANY

____(18) Reserved.

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

____(23) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

____(24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

____(25) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____(26) 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);

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 7 of 7****PIIN/SIIN** DAAE20-00-P-0016**MOD/AMD****Name of Offeror or Contractor:** KAPLAN AND COMPANY

(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).

(End of clause)

(IF6260)