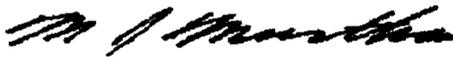


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 1, 23, 24, AND 30

1. REQUISITION NUMBER
HQ0034PR600089

PAGE 1 OF 16

2. CONTRACT NO. GS-10F-0053R		3. AWARD/EFFECTIVE DATE 29-Mar-2006		4. ORDER NUMBER HQ0034-06-F-1079		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY DOD/WHS/ACQUISITION & PROCUREMENT OFFICE ROSSLYN PLAZA NORTH, SUITE 12063 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155 TEL: 703-696-4152 FAX: 703-696-4164		CODE HQ0034		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: 541611 SIZE STANDARD: \$5M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13b. RATING		12. DISCOUNT TERMS	
15. DELIVER TO WHS, ACQUISITION & PROCUREMENT OFFICE CHARLOTTE A GOOCH 1155 DEFENSE PENTAGON RPN SUITE 12063 WASHINGTON DC 20301-1155		CODE HQ0034		16. ADMINISTERED BY SEE ITEM 9					
17a. CONTRACTOR/OFFEROR C-SYSTEMS INTERNATIONAL CORP 7686 RICHMOND HIGHWAY STE 112 ALEXANDRIA VA 22306-2800 TEL. FACILITY CODE		CODE 037M1		18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338			
<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	24. AMOUNT
		SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$354,560.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> 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 <input checked="" type="checkbox"/> OFFER DATED <u>28-Mar-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			31c. DATE SIGNED 29-Mar-2006		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Michael Murtha / Contracting Officer TEL: 703-696-4099 EMAIL: michael.murtha@whs.mil				

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

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

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

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 1449 - CONTINUATION SHEET

SOW**Washington Headquarters Services
Acquisition and Procurement Office
STATEMENT OF OBJECTIVES****1. PURPOSE**

The intent of this statement of objectives is to identify the required level of performance-based program support services necessary to accomplish Washington Headquarters Services (WHS), Acquisition & Procurement Office (A&PO) Small Business Program, Policy Team and Program Management goals and objectives. The overall program goals are to drive performance that achieves established socio-economic goals by increasing small businesses' participation in WHS contracting and acquisition opportunities; and ensure employees have the needed tools, in a timely fashion, to perform their duties with the most current acquisition knowledge, guidance and training.

2. SCOPE

The contractor shall provide analytical, management, and technical expertise in small business, policy, and program management contracting statutes, regulations and operations complemented by analytical support to deliver comprehensive support services that fully meet all goals and initiatives. Additionally, the contractor shall provide planning, implementation, documentation, and management of its E2E Acquisition program, ESM initiatives, and MIS requirements.

3. OBJECTIVES

The broad program objectives are described below. A&PO may direct the performance of related tasks within the general scope of this statement of objectives. The contractor will work closely with A&PO to ensure that all efforts are fully consistent with their understanding of this statement of objectives.

3.0 Small Business Program

1.0 (Objective 1) Provide expert advice on SB policies, processes and procedures.

1.1.1 Advise and assist Acquisition & Procurement Office (A&PO) Contracting Officers.

1.1.2 Meet and counsel Small Businesses on WHS contracting opportunities and SB program operations.

1.1.3 Monitor and assess changes in Small Business Administration/Department of Defense (DoD) SB policy. Draft policy updates, operating guidelines, and handbooks as required.

1.1.3 Conduct training as required in all areas of the SB Program operations and execution.

1.2 (Objective 2) Maintain, update and recommend improvements to the current WHS SB Program web page.

1.3 (Objective 3) Maintain, update and recommend improvements the WHS SB database.

1.4 (Objective 4) Review proposed procurements for SB opportunities and participation, to include set-asides, and documents reviews.

1.5 (Objective 5) Review and analyze contract awards data to ensure awards correctly identify socio-economic data.

1.6 (Objective 6) Administer the WHS SB Subcontracting database.

3.6.1 Assist businesses in making timely submissions of SB subcontracting data electronically or manually (DD 294/295s).

3.6.2 Review contractor reports for completeness and accuracy; and assess trends in contracting with small business enterprises across all socio-economic categories.

1.7 (Objective 7) Assist in integrating and implementing new business systems impacting the SB Program when adopted and deployed across the Department of Defense.

1.8 (Objective 8) Maintain the WHS SB Program filing and document systems (both paperless and paper systems).

1.9 (Objective 9) Participate in SB out reach conferences, meetings and business fairs in the local area. Identify and peak small businesses' interest in prospective contracting opportunities consistent with small business' capability statements.

1.10 (Objective 10) Conduct analyses and prepare reports and briefings as required to support SB Program goals and deadlines.

3.1 DELIVERABLES

3.1.1 (Objective 1) Provide expert advice on SB policies, processes and procedures.

(101) Meeting minutes or briefing to the SB Program Manager within one week of the meeting.

(102) Draft policy letters, training guides and operating procedures as required.

(103) Present draft Training outlines/plans and presentations for approval as required.

(104) Conduct approved training.

3.1.2 (Objective 2) Maintain, update and recommend improvements to the current WHS SB Program web page.

(201) WHS SB Program web page updated as required but at least quarterly.

3.1.3 (Objective 3) Maintain, update and recommend improvements the WHS SB database.

(301) WHS SB database updated as required.

(302) Metrics and reports as required.

3.1.4 (Objective 4) Review proposed procurements for SB opportunities and participation, to include set-asides, and document reviews.

(401) Perform pre-award contract reviews as required.

3.1.5 (Objective 5) Review and analyze data to ensure contract awards correctly identify socio-economic data.

(501) Review and identify incorrect socio-economic data as required.

(502) Metrics as required

3.1.6 (Objective 6) Administer the WHS SB Subcontracting database.

(601) SF 294 & 295 reports as required.

(602) SB/socio-economic reports and metrics as required.

3.1.7 (Objective 7) Assist in integrating and implementing new business systems impacting the SB Program when adopted and deployed across the Department of Defense.

(701) Implement eSRS and other systems as required.

3.1.8 (Objective 8) Maintain the WHS SB Program filing and document systems (both paperless and paper systems).

(801) Files and documents maintained in accordance with DoD administrative instructions.

(802) Electronic files easily identified, properly maintained and stored on shared drives.

3.1.9 (Objective 9) Participate in SB out reach conferences, meetings and business fairs in the local area.

(901) Market WHS' SB Program and contracting opportunities to small businesses attending out reach conferences and business fairs.

3.1.10 (Objective 10) Conduct analyses, and prepare reports and briefings as required to support SB Program goals and deadlines.

(1001) Semi-annual DoD SB Program Strategic Management System (SMS) Mid-Year Report.

(1002) DoD SB Program Strategic Management System (SMS) Year-End Report.

(1003) Analyses, reports and metrics as required.

3.2 Policy Team

1.0 (Objective 1) Provide expert knowledge and advice on acquisition policy, processes and procedures.

1.1.1 Develop and implement WHS and A&PO acquisition policy

1.1.2 Analyze contract data and prepare reports on competition, trends analyses, and workload

1.1.3 Draft policy updates, operating guidelines, and handbooks as required.

1.1.4 Conduct training as required in areas of Acquisition

1.2 (Objective 2) Review, update to current policies and recommend improvements to the A&PO Intranet Site.

1.3 (Objective 3) Plans, evaluates and monitors A&PO internal training program.

1.4 (Objective 4) Assists in developing the Freedom of Information Act (FOIA) and Congressional responses.

1.5 (Objective 5) Gives supplementary support to the interpretation, implementation and dissemination of the FAR and DFAR as it relates to A&PO.

1.6 (Objective 6) Maintain the A&PO Policy filing and document systems (both paperless and paper systems).

1.7 (Objective 7) Conduct analyses and prepare reports and briefings as required to support A&PO.

3.3 DELIVERABLES

3.3.1 (Objective 1) Provide expert advice on acquisition policy, processes and procedures.

(101) Prepare reports on data analysis as required.

(102) Draft policy letters, training guides and operating procedures as required.

(103) Present draft Training outlines/plans and presentations for approval as required.

(104) Conduct approved training.

3.3.2 (Objective 2) Review, update to current policies and recommend improvements to the A&PO Intranet Site.

(201) A&PO Policy area of the Intranet Site updated as required but at least monthly.

3.3.3 (Objective 3) Plans, evaluates and monitors the A&PO internal training program.

(301) Completes the logistics, sets dates, and training schedule.

(302) Coordinates and maintains entire program

3.3.4 (Objective 4) Assists in developing the Freedom of Information Act (FOIA) and Congressional responses.

(401) Complete responses as required

3.3.5 (Objective 5) Gives supplementary support to the interpretation, implementation and dissemination of the FAR and DFAR as it relates to A&PO.

(501) Interprets, post and disseminates new guidance and direction for the FAR and DFAR as required.

3.3.6 (Objective 6) Maintain the A&PO Policy filing and documents systems (both paperless and paper systems).

(601) Files and documents and maintains in accordance with DoD administrative instructions

3.3.7 (Objective 7) Conduct analyses and prepare reports and briefings as required to support A&PO.

(701) Reports will be drafted as required.

(702) Electronic files easily identified, properly maintained and stored on A&PO Intranet Site.

3.4 Program Management

1.0 (Objective 1) Program Management Support for End-to-End Acquisition Program.

(101) Provide continuous assistance and oversight of the E2E process and applications within A&PO, including, but not limited to performing System Administrator functions for the Standard Procurement System (PD2) and the automatic Electronic Document Access (EDA) process.

(102) Manage strategies and planning efforts for E2E initiatives, and all included applications, for all A&PO offices.

(103) Participate in the planning, deployment, and maintenance of Agency-wide business systems.

(104) Participate on E2E Integrated Process Teams (IPTs) sponsored by DOD or A&PO.

(105) Participate in requirements definition, requirements review, operational testing, and information sharing to support proposed, commonly used, or mandated applications.

(106) Coordinate A&PO's participation on IPTs, in testing, in training, and in meetings sponsored by DOD or A&PO.

1.1 (Objective 2) Program Management Support for WHS Enterprise System Management Program Initiatives.

(201) Participate on WHS's Enterprise System Management team or IPTs sponsored by the agency.

(202) Participate in the planning, deployment, and maintenance of agency-wide operations and policies.

(203) Provide expert advice and insight into Acquisition's functional and technology environment to support WHS-led teams responsible for technology planning and oversight.

(204) Manage ESM strategies and planning efforts, for all Acquisition-related applications and interfaces for A&PO.

(205) Coordinate A&PO's participation on IPTs, in tests, and in meetings sponsored by WHS.

(206) Provide continuous assistance and oversight of ESM initiatives within A&PO.

1.2 (Objective 3) Program Management Support for Management Information Systems.

(301) Respond to data calls from DOD or A&PO management on E2E, ESM or MIS initiatives or any procurement-related matter.

(302) Develop approaches for collecting and managing procurement data from the DOD, WHS, and A&PO data systems for use by management.

(303) Manage procurement data integrity and reporting timeliness for A&PO.

(304) Develop and provide routine procurement metrics reports for management review.

(305) Manage and update the A&PO E2E page of the WHS Intranet Website.

(306) Develop and present briefs, presentations, and other reporting instruments for E2E, ESM, MIS initiatives, and other procurement data, as required.

1.3 (Objective 4) Business Process Enhancement Support.

(401) Work with A&PO chartered teams to improve E2E business processes and optimize use of electronic business tools in Acquisition.

(402) Work with WHS-chartered teams to improve the enterprise systems business processes and optimize use of electronic business tools throughout WHS.

3.5 DELIVERABLES

3.5.1 (Objective 1) Program Management Support for E2E Program.

- (101) Meeting minutes or briefing to the Program Manager within one week of the meeting.
- (102) Installation, Deployment, Testing, Training Schedules as required.
- (103) Technical and Application Assistance Manuals/Guides as required.

3.5.2 (Objective 2) Program Management Support for ESM Initiatives.

- (201) Meeting minutes or briefing to the Program Manager within one week of the meeting.
- (202) Updates to the E2E Plan as required.
- (203) Technical and Application Assistance Manuals/Guides as required.

3.5.3 (Objective 3) Program Management Support for Management Information Systems.

- (301) Metrics as required.
- (302) Website updates as required.
- (303) Briefs and reports as required.

3.5.4 (Objective 4) Business Process Enhancement Support.

- (401) Reports and briefings as required.
- (402) Training material/guidance.

4. GOVERNMENT POINTS OF CONTACT

Acquisition and Procurement Office (A&PO):

Ms. Nadine Payne
A&PO
Contracting Officer
(703) 696-9468 x 169

Ms. Joyce M. Ard
A&PO
COR for Policy Support
(703) 696-4096

Mr. Greg Miller
A&PO
COR Small Business Specialist
(703) 696-3710

Mrs. Charlotte Gooch
A&PO
COR for Program Management Support
(703) 696-3968

5. PERFORMANCE MEASURES

Performance Measures

- a) Completeness
- b) Accuracy
- c) Effectiveness
- d) Timeliness
- e) Communication

Quality Expectations

Deliverables will be 100% complete.
Deliverables will be 100% accurate.
All deliverables must contribute to the overall success of the SB Program.
All deliverables will be on time and within schedule.
Communication with client/customers is courteous and professional.

6. SECURITY CLEARANCES

The U.S. Federal Government will conduct background checks and verify information submitted by the employees, conduct fingerprint checks, and conduct other appropriate investigations. Investigations will include, but are not limited to, examination of criminal records, credit worthiness, and prior work performance history.

The Contractor shall observe information technology system security policies and procedures that apply to WHS/A&PO. These shall be made available to the contractor personnel at the Government site. All Contractor personnel assigned to support the Government under the resultant contract will be subject to security screening. All contractor personnel providing support must achieve the basic screening process in order to work on-site.

7. GOVERNMENT FURNISHED MATERIALS AND FACILITIES

7.1 Facilities, Supplies and Services - Work shall be performed at Government provided facilities located within the National Capital Region (NCR), particularly, 1235 S. Clark Street, Suite 940, Arlington, Virginia, and the Pentagon, Arlington, Virginia, however, Contractor personnel may be requested to work at the Government's alternate locations during emergencies and emergency exercises. Basic facilities such as work space and its associated operating requirements (i.e., phones, desks, utilities, information technology, and general office supplies) will be provided while working in Government facilities.

7.2 Information and Documentation - The Government shall provide information, documentation, materials and forms unique to the Government for supporting the task. All Government unique information and documentation related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The COR will be the point of contact for required information.

8. TRAVEL

Travel outside the National Capital Region may be required, however, will be limited to a 100-mile radius of Arlington, Virginia. All travel will be in accordance with the Joint Travel Regulation (JTR). Allowable travel shall be approved by the COR in advance.

9. PROPRIETARY INFORMATION

The Government will retain rights to all intellectual property and modifications to software produced in the course of this project.

10. LOCATIONS AND GOVERNMENT CLOSURES

10.1 Place of Performance. Work will be performed primarily at the A&PO Rosslyn office, 1777 N. Kent Street, Arlington, VA

10.2 Government Closures. Unless required under the terms of the contract or authorized by the Contracting Officer, the Contractor shall not work at any Government facility, nor should any deliveries under this contract be made to any Government facility, on any of the following holidays.

New Year's Day – 1 January
Dr. Martin Luther King, Jr. Birthday – 3rd Monday in January
President's Day – 3rd Monday in February
Memorial Day – Last Monday in May
Independence Day – 4 July
Labor Day – 1st Monday in September
Columbus Day – 2nd Monday in October
Veteran's Day – 11 November
Thanksgiving Day – 4th Thursday in November
Christmas Day – 25 December

Any other day designated by Federal Statute, Executive Order or a Presidential proclamation.

When a holiday falls on a Sunday, the following Monday will be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U. S. Government Agencies. When the Government grants administrative leave or early dismissal to Government personnel, or is closed as a result of inclement weather, potentially hazardous conditions, or other special circumstances, Contractor personnel may be granted administrative leave or early dismissal.

11. ORGANIZATIONAL CONFLICT OF INTERST

11.1 The Contractor's attention is directed to FAR Subpart 9.5, Organizational Conflicts of Interest. In the execution of certain contract tasks, it is anticipated that assigned Contractor personnel will require access to confidential or proprietary business, technical and financial information belonging to the Government or other companies. The information may include but is not limited to pre-decisional budget and acquisition sensitive information, preparation of specifications or work statements, and evaluation services. After receipt thereof, the Contractor and affected individuals shall treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing.

The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each personnel permitted access, whereby the personnel agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential, proprietary, pre-decisional budget information, or acquisition sensitive information, and setting forth the company or companies from which the Contractor received such information.

The Contractor agrees that upon request by the Contracting Officer it will execute a contracting officer approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by the Contracting Officer, contractor personnel shall also sign such an agreement.

- 11.1.2 If after award, the Contractor discovers an organizational conflict of interest, with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. The disclosure shall include identification of the conflict, the manner in which it arose, and a description of the action the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract.
- 11.1.3 In the event that the Contractor was aware of an organizational conflict of interest prior to award of this contract and did not disclose the conflict to the Contracting Officer or becomes aware of an organizational conflict of interest after award of this contract and does not disclose the conflict of interest within ten (10) working days of becoming aware of such conflict, the Government may terminate the contract and the Contractor shall not be entitled to reimbursement of any cost incurred in performing this contract or payment of any fee. Further, such costs shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.
- 11.1.4 The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this contract.

11.1.5 The Contractor agrees that during performance of the contract and for a period of three (3) years after the completion of performance of this contract, the Contractor, including all divisions thereof, and any affiliate of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not:

(a) Supply information or material received from this contract, to any firm participating in or having a known prospective interest in the subject matter areas for which the sensitive information described in paragraph (i) above was initially submitted, nor enter into any contractual relationship which would affect or appear to affect the equity and integrity of its recommendations.

(b) Furnish to the United States Government, either as a prime Contractor or as a Subcontractor, any component of any system for which the sensitive information described in paragraph (1) above was initially submitted, that it is not currently obligated to deliver for defense purposes.

12. PERSONAL CONFLICTS OF INTEREST

12.1 General

12.1.1 The term "personal conflict of interest" means that a Contractor personnel assigned to the contract has interests which (i) may diminish his/her capacity to give impartial, technically sound, objective assistance and advice in performing this contract, (ii) may otherwise result in a biased work product under this contract, or (iii) may result in an unfair competitive advantage.

12.1.2 A Contractor personnel shall not participate (i.e., recommend, influence, or decide) in any particular matters:

(a) that will have a direct and predictable effect on the financial interests of that personnel, his/her spouse or minor child, or organization in which he/she serves as officer, director, trustee, general partner or personnel;

(b) that will have a direct and predictable effect on the financial interests of or any person or organization with whom he/she is negotiating or has an arrangement concerning prospective employment

(c) may otherwise cause a reasonable person to question his/her impartiality.

12.1.3 The Contractor shall obtain the financial disclosure agreement, similar in form/content of the Office Government Ethics Form 450, for each personnel assigned to the contract. The Contractor shall also obtain financial disclosure agreements for all Subcontractor personnel assigned to the contract.

12.1.4 If after award, the Contractor discovers a personnel's financial conflict of interest, with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. The disclosure shall include identification of the conflict, the manner in which it arose, and a description of the action the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract.

12.1.5 In the event that the Contractor was aware of a personnel's financial conflict of interest prior to award of this contract and did not disclose the conflict to the Contracting Officer or becomes aware of an personnel's financial conflict of interest after award of this contract and does not disclose the conflict of interest within ten (10) working days of becoming aware of such conflict, the Government may terminate the contract and the Contractor shall not be entitled to reimbursement of any cost incurred in performing this contract or payment of any fee. Further, such costs shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.

12.1.6 The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this contract.

13.0 PAYMENT SCHEDULE:

Invoices shall be submitted once per month.

INVOICES:

13.1 Please submit invoices to the following addressee:

WHS/ACQUISITION & PROCUREMENT OFFICE
 PIPS DIRECTORATE
 ATTN: NADINE PAYNE, CONTRACTING OFFICER
 1777 NORTH KENT STREET, SUITE 12063
 ROSSLYN VA 22209

13.2 The invoice document shall include as a minimum, the following information in order to ensure proper payment:

- a. Name and address of the contractor (legal and doing business as);
- b. Cage Code number;
- c. Invoice number and date;
- d. Contract number and/or Task Order number;
- e. Contract line items numbers and/or sub line item number for; service/delivery rendered;
- f. Period of Performance covered by invoice;
- g. Name, title and phone number of person to be notified in case of defective invoices.
- h. Shipment number

14.0 CONTRACT POC:

Ms. Nadine D. Payne
 Contracting Officer
 Washington Headquarters Services (WHS)
 1401 Wilson Blvd, Suite 401
 Rosslyn, VA 22209
 Commercial: (703) 696-9468 ext 169
 Fax: (703) 696-9480
 Email: nadine.payne@whs.mil

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Small Business Specialist FFP The Contractor shall provide (1) one FTE Small Business Administration support person to Washington Headquarters Services (WHS) in accordance with the SOW. POP: April 1, 2006 - November 30, 2006 PURCHASE REQUEST NUMBER: HQ0034PR600089	8	Months	\$14,720.00	\$117,760.00
				NET AMT	\$117,760.00
ACRN AA					\$117,760.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Policy Support FFP	7.40	Months	\$16,000.00	\$118,400.00
<p>The Contractor shall provide (1) one FTE Policy support person to WHS in accordance with the SOW. Initially, the contractor will start on April 1, 2006 through April 30, 2006 providing Part-time personnel for Policy and Program Management. Therefore, the 1st invoice will reflect a partial month rate of \$6,400.00. All other subsequent invoices will be a monthly Firm Fixed Price of \$16,000.00.</p> <p>PURCHASE REQUEST NUMBER: HQ0034PR600089</p>					

NET AMT \$118,400.00

ACRN AA \$118,400.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Program Management Support FFP	7.40	Months	\$16,000.00	\$118,400.00
<p>The Contractor shall provide (1) one FTE Policy support person to WHS in accordance with the SOW. Initially, the contractor will start on April 1, 2006 through April 30, 2006 providing Part-time personnel for Policy and Program Management. Therefore, the 1st invoice will reflect a partial month rate of \$6,400.00. All other subsequent invoices will be a monthly Firm Fixed Price of \$16,000.00.</p> <p>PURCHASE REQUEST NUMBER: HQ0034PR600089</p>					

NET AMT \$118,400.00

ACRN AA \$118,400.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	ODC COST		Each		
	Other Direct Cost (ODC) - The Contractor shall state in his/her proposal any additional cost directly related the SOW. All cost must be identified.				
	PURCHASE REQUEST NUMBER: HQ0034PR600089				
				ESTIMATED COST	\$0.00
	ACRN AA				\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Small Business Specialist FFP	12	Months	\$15,382.40	\$184,588.80
	The Contractor shall provide (1) one FTE Small Business Administration support person to Washington Headquarters Services (WHS) in accordance with the SOW. POP: Dec 1, 2006 - November 30, 2007 PURCHASE REQUEST NUMBER: HQ0034PR600089				
				NET AMT	\$184,588.80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Policy Support FFP	12	Months	\$16,720.00	\$200,640.00
	The Contractor shall provide (1) one FTE Policy support person to WHS in accordance with the SOW. POP: December 1, 2006 - November 30, 2007 PURCHASE REQUEST NUMBER: HQ0034PR600089				
				NET AMT	\$200,640.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		12	Months	\$16,720.00	\$200,640.00

OPTION Program Management Support
FFP

The Contractor shall provide (1) one FTE Policy support person to WHS in accordance with the SOW. POP: December 1, 2006 - November 30, 2007
PURCHASE REQUEST NUMBER: HQ0034PR600089

NET AMT	\$200,640.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008			Each		

OPTION ODC
COST

Other Direct Cost (ODC) - The Contractor shall state in his/her proposal any additional cost directly related the SOW. All cost must be identified.
PURCHASE REQUEST NUMBER: HQ0034PR600089

ESTIMATED COST	\$0.00
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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
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2006 TO 30-NOV-2006	N/A	WHS, ACQUISITION & PROCUREMENT OFFICE CHARLOTTE A GOOCH 1155 DEFENSE PENTAGON RPN SUITE 12063 WASHINGTON DC 20301-1155 703-696-3968 FOB: Destination	HQ0034
0002	POP 01-APR-2006 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0034
0003	POP 01-APR-2006 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0034
0004	POP 01-APR-2006 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0034
0005	POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0034
0006	POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0034
0007	POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0034
0008	POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0034

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4950.2020.PX491.7798.2595.S49447.RFAC65062
 AMOUNT: \$354,560.00
 CIN HQ0034PR6000890001: \$117,760.00
 CIN HQ0034PR6000890002: \$118,400.00
 CIN HQ0034PR6000890003: \$118,400.00
 CIN HQ0034PR6000890004: \$0.00

CLAUSES INCORPORATED BY REFERENCE

52.217-8

Option To Extend Services

NOV 1999

52.217-9
52.237-3
252.201-7000

Option To Extend The Term Of The Contract
Continuity Of Services
Contracting Officer's Representative

MAR 2000
JAN 1991
DEC 1991