SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER	PAGE 1 OF
	48

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W912SV26RA0030001	15 JUL 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	MARC KERRIGAN	3392023830	19 AUG 2026 05:00 PM

9. ISSUED BY CODE W912SV

W7NE USPFO ACTIVITY MA ARNG
KO FOR MAARNG DO NOT DELETE, 87 BARNUM RD
DEVENS, MA 01434-3505
UNITED STATES
MARC KERRIGAN, EMAIL: MARC.J.KERRIGAN.CIV@ARMY.MIL TELEPHONE: 3392023830

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: ____ % FOR:

- ☐ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
- ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 611310

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☐ SEE SCHEDULE		☐	☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☒ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

SEE SECTION G - CONTRACT ADMINISTRATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE ____ OFFER DATED ____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

Section A - Solicitation/Contract Form

Instrument Name: HSI Seminar Services

Product Service Code : U001

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	IDIQ Minimum Guarantee The Government's minimum ordering obligation under this Indefinite Delivery/Indefinite Quantity (IDIQ) contract shall be satisfied by the award of the initial task order, issued concurrently with the contract award. The total firm-fixed-price of this initial task order, which will be for the performance of one (1) "General Flag Officer Seminar" and one (1) "Leadership in Homeland Security Seminar," constitutes the total minimum dollar value the Government is obligated to order. The pricing for this CLIN will be established based on the successful offeror's proposed prices for CLINs 0002 and 0003. Product Service Code: U001 Pricing Arrangement: Firm Fixed Price	1	Job		
0002	General Flag Officer Seminar (Year 1) Provide equipment and services in accordance with Performance Work Statement ("PWS"). Product Service Code: U001 Pricing Arrangement: Firm Fixed Price	2	Job		

0003	Leadership in Homeland Security Seminar (Year 1) Provide equipment and services in accordance with PWS. Product Service Code: U001 Pricing Arrangement: Firm Fixed Price	2	Job		
0004	Service Contract Reporting (SCR) (Year 1) Report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via https://sam.gov. This line item is for the reporting requirement as mandated in accordance with (IAW) RFO DFARS 252.204-7023 Reporting Requirements for Contracted Services. The costs associated with this reporting are not priced separately and are included in the pricing of other line items in this contract. Note: The unit price and total price for this CLIN are Not Separately Priced (NSP) as the costs are incorporated into the overall contract value. Product Service Code: U001 Pricing Arrangement: Firm Fixed Price	2	Job		
0005		2	Job		

	General Flag Officer Seminar (Year 2) Provide equipment and services in accordance with Performance Work Statement ("PWS"). Product Service Code: U001 Pricing Arrangement: Firm Fixed Price				
0006	Leadership in Homeland Security Seminar (Year 2) Provide equipment and services in accordance with PWS. Product Service Code: U001 Pricing Arrangement: Firm Fixed Price	2	Job		
0007	Service Contract Reporting (SCR) (Year 2) Report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via https://sam.gov. This line item is for the reporting requirement as mandated in accordance with (IAW) RFO DFARS 252.204-7023 Reporting Requirements for Contracted Services. The costs associated with this reporting are not priced separately and are included in the pricing of other line items in this contract. Note: The unit price and total price for this CLIN are Not	2	Job		

	Separately Priced (NSP) as the costs are incorporated into the overall contract value. Product Service Code: U001 Pricing Arrangement: Firm Fixed Price				
0008	General Flag Officer Seminar (Year 3) Provide equipment and services in accordance with Performance Work Statement ("PWS"). Product Service Code: U001 Pricing Arrangement: Firm Fixed Price	2	Job		
0009	Leadership in Homeland Security Seminar (Year 3) Provide equipment and services in accordance with PWS. Product Service Code: U001 Pricing Arrangement: Firm Fixed Price	2	Job		
0010	Service Contract Reporting (SCR) (Year 3) Report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via https://sam.gov. This line item is for the reporting requirement as mandated in accordance with (IAW) RFO DFARS 252.204-7023 Reporting	2	Job		

	Requirements for Contracted Services. The costs associated with this reporting are not priced separately and are included in the pricing of other line items in this contract. Note: The unit price and total price for this CLIN are Not Separately Priced (NSP) as the costs are incorporated into the overall contract value. Product Service Code: U001 Pricing Arrangement: Firm Fixed Price				

Section C - Description/Specifications/Statement of Work

Requirements

The contractor shall provide all personnel, equipment, tools, materials, supervision, and quality control necessary to perform Seminar Services, as defined in the PWS.

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.246-4	Inspection of Services-Fixed-Price.	1996-08		

Section F - Deliveries or Performance

0001	**Delivery Schedule** Delivery Period From 01 Sep 2026 to 31 Aug 2027 **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W50Y22 CountryCode: USA W8A6 MAARNG ELEMENT, JF HQ 2 RANDOLPH RD, HANSCOM AFB MA 01731-0000 HANSCOM AFB, MA 01731-0000 UNITED STATES **Period of Performance** From 01 Sep 2026 To 31 Aug 2027
0002	**Delivery Schedule** Delivery Period From 01 Sep 2026 to 31 Aug 2027 **Quantity** 2 Job **Address and POC** Service Performance Site DoDAAC: W50Y22 CountryCode: USA W8A6 MAARNG ELEMENT, JF HQ 2 RANDOLPH RD, HANSCOM AFB MA 01731-0000 HANSCOM AFB, MA 01731-0000 UNITED STATES **Period of Performance**

	From 01 Sep 2026 To 31 Aug 2027
0003	**Delivery Schedule** Delivery Period From 01 Sep 2026 to 31 Aug 2027 **Quantity** 2 Job **Address and POC** Service Performance Site DoDAAC: W50Y22 CountryCode: USA W8A6 MAARNG ELEMENT, JF HQ 2 RANDOLPH RD, HANSCOM AFB MA 01731-0000 HANSCOM AFB, MA 01731-0000 UNITED STATES **Period of Performance** From 01 Sep 2026 To 31 Aug 2027
0004	**Delivery Schedule** Delivery Period From 01 Sep 2027 to 31 Aug 2028 **Quantity** 2 Job **Address and POC** Service Performance Site DoDAAC: W50Y22 CountryCode: USA W8A6 MAARNG ELEMENT, JF HQ 2 RANDOLPH RD, HANSCOM AFB MA 01731-0000 HANSCOM AFB, MA 01731-0000 UNITED STATES

	Period of Performance From 01 Sep 2026 To 31 Aug 2027
0005	**Delivery Schedule** Delivery Period From 01 Sep 2027 to 31 Aug 2028 **Quantity** 2 Job **Address and POC** Service Performance Site DoDAAC: W50Y22 CountryCode: USA W8A6 MAARNG ELEMENT, JF HQ 2 RANDOLPH RD, HANSCOM AFB MA 01731-0000 HANSCOM AFB, MA 01731-0000 UNITED STATES **Period of Performance** From 01 Sep 2027 To 31 Aug 2028
0006	**Delivery Schedule** Delivery Period From 01 Sep 2027 to 31 Aug 2028 **Quantity** 2 Job **Address and POC** Service Performance Site DoDAAC: W50Y22 CountryCode: USA

	W8A6 MAARNG ELEMENT, JF HQ 2 RANDOLPH RD, HANSCOM AFB MA 01731-0000 HANSCOM AFB, MA 01731-0000 UNITED STATES **Period of Performance** From 01 Sep 2027 To 31 Aug 2028
0007	**Delivery Schedule** Delivery Period From 01 Sep 2027 to 31 Aug 2028 **Quantity** 2 Job **Address and POC** Service Performance Site DoDAAC: W50Y22 CountryCode: USA W8A6 MAARNG ELEMENT, JF HQ 2 RANDOLPH RD, HANSCOM AFB MA 01731-0000 HANSCOM AFB, MA 01731-0000 UNITED STATES **Period of Performance** From 01 Sep 2027 To 31 Aug 2028
0008	**Delivery Schedule** Delivery Period From 01 Sep 2028 to 31 Aug 2029 **Quantity** 2 Job **Address and POC**

	Service Performance Site DoDAAC: W50Y22 CountryCode: USA W8A6 MAARNG ELEMENT, JF HQ 2 RANDOLPH RD, HANSCOM AFB MA 01731-0000 HANSCOM AFB, MA 01731-0000 UNITED STATES **Period of Performance** From 01 Sep 2028 To 31 Aug 2029
0009	**Delivery Schedule** Delivery Period From 01 Sep 2028 to 31 Aug 2029 **Quantity** 2 Job **Address and POC** Service Performance Site DoDAAC: W50Y22 CountryCode: USA W8A6 MAARNG ELEMENT, JF HQ 2 RANDOLPH RD, HANSCOM AFB MA 01731-0000 HANSCOM AFB, MA 01731-0000 UNITED STATES **Period of Performance** From 01 Sep 2028 To 31 Aug 2029
0010	**Delivery Schedule** Delivery Period From 01 Sep 2028 to 31 Aug 2029

	Quantity 2 Job **Address and POC** Service Performance Site DoDAAC: W50Y22 CountryCode: USA W8A6 MAARNG ELEMENT, JF HQ 2 RANDOLPH RD, HANSCOM AFB MA 01731-0000 HANSCOM AFB, MA 01731-0000 UNITED STATES **Period of Performance** From 01 Sep 2027 To 31 Aug 2028

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01		

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

N/A

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2 in 1

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	HQ0670
Issue By DoDAAC	W912SV
Admin DoDAAC	W912Sv
Inspect By DoDAAC	N/A_
Ship To Code	N/A

Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	W50Y22
Service Acceptor (DoDAAC)	W50Y22
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

ngma-uspfo-contracting@army.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-3	Gratuities.	1984-04		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	2020-06	Alternate I	2021-11
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	2026-02		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.209-9	Updates of Publicly Available Information Regarding	2026-02		

	Responsibility Matters. (Deviation 2026-O0038)	
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-43	Fair Labor Standards Act and	2026-02

	Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (Deviation 2026-O0038)	
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	2021-02
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10

52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		

252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.204-7023	Reporting Requirements for Contracted Services.	2021-07
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01
252.232-7010	Levies on Contract Payments.	2006-12
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01
252.243-7002	Requests for Equitable Adjustment.	2022-12

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.216-18	Ordering.	2020-08		

Ordering (Aug 2020)

(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 TBD through TBD.

(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) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19	Order Limitations.	1995-10		

Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than the total firm-fixed-price of the initial task order, 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 $1,000,000;

(2) Any order for a combination of items in excess of $1,000,000; or

(3) A series of orders from the same ordering office within _5_ days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 _5_ 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)

52.216-22	Indefinite Quantity. (Deviation 2026-O0038)	2026-02

Indefinite Quantity (Feb 2026) (Deviation 2026-O0038)

(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."

(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 ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after one (1) year beyond the expiration of the basic contract ordering period.

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires. 2014-05

Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	**Monetary Wage-Fringe Benefits**
Lead Instructor / Senior Faculty, GS-15	Standard federal employee benefits package, including contributions to the Federal Employees Retirement System (FERS), Thrift Savings Plan (TSP), Federal Employees Health Benefits (FEHB), and Federal Employees' Group Life Insurance (FEGLI).

Administrative /Logistics Coordinator, GS-09	Standard federal employee benefits package, including contributions to the Federal Employees Retirement System (FERS), Thrift Savings Plan (TSP), Federal Employees Health Benefits (FEHB), and Federal Employees' Group Life Insurance (FEGLI).

(End of clause)

52.222-49	Service Contract Labor Standards-Place of Performance Unknown. (Deviation 2026-O0038)	2026-02

Service Contract Labor Standards-Place of Performance Unknown (Feb 2026) (Deviation 2026-O0038)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: ____[insert places or areas]. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by ____[insert time and date].

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination must be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

Section J - List of Attachments

Performance Work Statement for Homeland Security Institute (HSI) Seminar Services

*** END OF NARRATIVE ***

Section K - Representations, Certification, & Other Statements

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.209-7011	Representation for Restriction on the Use of Certain Institutions of Higher Education.	2025-08		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-	2023-06		

Representation.

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-7	Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02		

Information Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06

Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision-

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its

implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [Offeror must select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

Addendum to 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services

ADDENDUM TO FAR PROVISION 52.212-1, INSTRUCTIONS TO OFFERORS

Offerors shall submit proposals in three separate, clearly labeled volumes: Volume I - Technical Capability, Volume II - Past Performance, and Volume III - Price. Proposals must be submitted electronically by the date and time specified in the solicitation. The page limitations outlined below apply to the core narrative of each volume.

VOLUME I - TECHNICAL CAPABILITY (Page Limit: 25 pages for the narrative only)

Volume I shall address Factor 1 (Technical/Management Capability). The 25-page limit applies only to the core descriptive narrative. The following required attachments are excluded from this page count:

Attachment 1: Resumes/Curriculum Vitae (CVs)

Attachment 2: Sample Course Outlines/Syllabi

Attachment 3: Sample Case Studies

Factor 1: Technical/Management Capability

Proposals must provide a clear, concise description of the proposed approach for each subfactor:

1.1. Contractor Credentials and Facilities:

Provide documentation confirming the offeror's status as an accredited educational institute of higher learning that awards degrees at the bachelor, master, and Ph.D. level (PWS Paragraph 1.4.7.1).

Describe the facilities the offeror has access to for conducting the seminars, addressing the capacity (up to 65 participants), technology, seating, and separate small group meeting spaces as required (PWS Paragraph 1.4.7.2).

State the specific physical location(s) where seminars will be conducted.

1.2. Quality of Faculty and Instructors:

Provide a narrative description of the typical guest speaker pool in the main body of the proposal.

Submit resumes/curriculum vitae (CVs) for the proposed main instructor(s) as Attachment 1.

Documentation within the attachments must demonstrate that main instructors meet the required Ph.D.-level, tenured faculty status, active researcher status, and senior executive level teaching experience in relevant topics (PWS Paragraph 1.4.7.4).

Describe the process for securing guest speakers with national-level response experience (PWS Paragraphs 5.1.1, 5.2.1).

1.3. Course Content and Structure:

Submit an outline or summary of the established course(s) that will form the foundation for the GFOS and LHS seminars as Attachment 2.

Submit two (2) sample case studies used in previous courses as Attachment 3.

The narrative description must explain how the proposed courses meet the duration requirements (4-5 days for GFOS, 5-6 days for LHS) and incorporate the minimum number of case studies and guest instructors (PWS Paragraphs 5.1.2.1, 5.2.2.1).

Explain the methodology for ensuring content is National Guard-centric, case study driven, and

fosters discussion (PWS Paragraphs 5.1.2.2, 5.2.2.2).

1.4. Administrative and Logistics Support:

Describe the plan and capability to provide all necessary administrative support, including event planning, participant registration, status notifications, and required reports (PWS Paragraphs 5.1.2.3, 5.2.2.3, 5.3).

VOLUME II - PAST PERFORMANCE (Page Limit: 5 pages for the narrative only)

Volume II shall address Factor 2 (Past Performance).

Factor 2: Past Performance

Offerors shall provide up to three (3) relevant past performance references for efforts similar in size, scope, and complexity to this PWS. References should include contracts within the last three years involving academic courses and case study development for senior government or civilian leadership. For each reference, provide: contract number, point of contact (POC) name, title, telephone number, and email address.

VOLUME III - PRICE (Page Limit: 5 pages for the core proposal narrative)

Volume III shall contain the offeror's price proposal, addressing Factor 3 (Price).

Factor 3: Price

Offerors shall provide their proposed prices for all line items as specified in the solicitation's Section B (Schedule of Supplies/Services).

Offerors must also include a detailed supporting breakdown of estimated costs (e.g., labor, materials, travel, venue costs) to facilitate the Contracting Officer's price realism analysis. This breakdown may be submitted as an attachment or appendix and is excluded from the 5-page narrative limit.

The Government's preference is for tuition price proposal that are separate from the cost of meals and beverages. Offerors are encouraged to provide a "tuition-only" pricing option. However, the Government will consider proposals where meals and beverages are included as an integral and non-separable part of a fixed seminar fee or tuition rate. If providing a bundled rate, the offeror must affirm that this is their standard commercial practice and that a discounted "tuition-only" rate is not available. The Government will evaluate all proposals to determine the best value, whether meals are included or not. Any meals provided as part of the tuition shall not be separately itemized or reimbursed, and the Government will make the appropriate per diem adjustments for attendees in accordance with the Joint Travel Regulations (JTR).

Calculation of Total Evaluated Price (TEP): For the purpose of evaluation and award determination, the Government will determine a Total Evaluated Price (TEP) for each offeror. The TEP will be calculated by adding the offeror's total proposed price for the services to the Government's independent estimate of its own travel costs required to attend the seminar location specified in the offeror's proposal. The offeror is not required to calculate the TEP or estimate Government travel costs.

Submission of Proposals

Electronic Submission: Proposals shall be submitted electronically via email to the Contracting Officer, Isao Hattori, at isao.hattori.civ@army.mil and the Contract Specialist, Marc Kerrigan, at marc.j.kerrigan.civ@army.mil no later than the date and time specified on the cover page of the RFP (Block 8 on SF 1449).

File Format: Proposals must be submitted as searchable PDF or WORD files.

Period for Acceptance of Offers

The offeror agrees to hold the prices in its proposal firm for 90 calendar days from the date specified for receipt of offers, unless a longer period is specified in their proposal.

Acknowledgment of Amendments (if any)

Offerors must acknowledge receipt of all solicitation amendments issued by the Government. Acknowledgment must be included in their cover letter or within Volume I of their proposal.

Government Intent (Basis for Award & Communications)

Basis for Award: The Government will award a contract to the responsible offeror whose offer, conforming to the solicitation, is determined to be most advantageous to the Government. This will be based on a best value tradeoff process. As part of this process, the Government will conduct a comparative analysis of proposals. The evaluation will first assess each proposal against the evaluation factors listed below, and then the merits of the proposals will be compared to one another to determine which offer provides the best value. The factors and subfactors for evaluation are described in the clause at FAR 52.212-2, where Technical Capability and Past Performance are significantly more important than Price.

Discussions: The Government intends to evaluate proposals and award a contract without discussions with offerors (an anticipated "award without exchanges"). However, the Government reserves the right to conduct discussions or communications if deemed necessary by the Contracting Officer.

Responsibility: The offeror assumes that the Government has no prior knowledge of their capabilities or experience and will base its entire evaluation solely on the information presented within the submitted proposal volumes.

Offeror Information and Registrations

Unique Entity Identifier (UEI) and CAGE Code: The offeror must provide their UEI number and CAGE code in the administrative section of their proposal (or on the SF 1449 cover page).

SAM Registration: The apparent successful offeror must be registered in the System for Award Management (SAM.gov) prior to contract award. Failure to register in SAM may render an offeror ineligible for award if registration cannot be attained in a timely manner.

Indefinite Delivery/Indefinite Quantity (IDIQ) / SATOC Instructions

Contract Structure: The resulting contract will be a Single Award Task Order Contract (SATOC) with a Firm-Fixed-Price (FFP) basis for individual task orders. The solicitation describes the scope of work for the entire IDIQ contract, not for a single delivery order.

Minimum Guarantee: The Government guarantees a minimum order total of the total firm-fixed price of the initial task order during the entire performance period of the contract. This amount will be obligated at the time of the initial contract award (via the first task order or the base award document.

Maximum Ceiling: The total cumulative value of all task orders issued against this SATOC shall not exceed $3,300,000.00 over the entire ordering period.

Pricing Submission: Offerors are required to propose specific pricing for future task orders in accordance with the Contract Line Item Numbers (CLINs) stated in this solicitation. The pricing proposed in Volume III will be evaluated for reasonableness and will serve as the established pricing framework for all future task orders awarded under this SATOC.

Ordering Period: The ordering period for this contract is anticipated to be 3 years from date of award.

Place of Performance and Wage Determination:

The place of performance for this contract is not known at the time of this solicitation and will be determined by the proposal of the successful offeror.

This contract is subject to the Service Contract Labor Standards statute. In accordance with Federal Acquisition Regulation (FAR) clause 52.222-49, Service Contract Labor Standards--Place of Performance Unknown, this solicitation may not include all applicable wage determinations for all potential places of performance.

Offerors who intend to perform the services in a location for which a wage determination has not been provided may submit a proposal. However, should such an offeror be selected for award, the applicable wage determination for the proposed locality will be requested from the Department of Labor and incorporated into the resultant contract retroactive to the date of contract award.

Offerors may request that the Contracting Officer obtain wage determinations for additional potential places of performance. All requests must be submitted in writing no later than 10 days after solicitation issuance.

Questions Regarding the Solicitation

All questions regarding this solicitation must be submitted in writing via email to the Contracting Officer, Isao Hattori, at isao.hattori.civ@army.mil and the Contract Specialist, Marc Kerrigan, at marc.j.kerrigan.civ@army.mil. To ensure fair consideration and to allow adequate time for the Government to prepare and issue responses, all questions must be received no later than ten (10) calendar days prior to the solicitation closing date.

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and	2026-02		

Commercial Services. (Deviation 2026-O0038)

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.215-7008	Only One Offer.	2022-12		

ONLY ONE OFFER (DEC 2022)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing

data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U. S. Contracting Officer that the proposed price is fair and reasonable ____[U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Section M - Evaluation Factors for Award

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-2	Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

(a) Basis of Award

The Government will award a contract to the responsible offeror whose offer, conforming to the solicitation, is determined to be most advantageous to the Government. This will be based on a best value tradeoff process. As part of this process, the Government will conduct a comparative analysis of proposals. The evaluation will first assess each proposal against the evaluation factors listed below, and then the merits of the proposals will be compared to one another to determine which offer provides the best value.

The following factors shall be used to evaluate offers:

Factor 1: Technical/Management Capability

Factor 2: Past Performance

Factor 3: Price

This is a tradeoff procurement where Factor 1 (Technical/Management Capability) and Factor 2 (Past Performance), when combined, are significantly more important than Factor 3 (Price). The Government may award to a higher-priced offeror if it determines that the benefit of the higher rated technical and/or past performance proposal is worth the additional cost.

(b) Evaluation Criteria

The Government will evaluate proposals based on the following criteria:

1. Technical/Management Capability

The Government will evaluate the offeror's proposal to determine the extent to which it meets or exceeds the requirements of the Performance Work Statement (PWS).

1.1. Contractor Credentials and Facilities: The evaluation will assess the offeror's status as an accredited educational institute authorized to award degrees at the bachelor, master, and Ph.D. level (PWS Paragraph 1.4.7.1). It will also assess the suitability of the proposed facilities for conducting the seminars, including capacity (up to 65 participants), technology, seating, and separate small group meeting spaces as required (PWS Paragraph 1.4.7.2).

1.2. Quality of Faculty and Instructors: The evaluation will assess the academic and professional qualifications, experience levels, research backgrounds, and teaching experience of the proposed main instructors and typical guest speaker pool, as required by the PWS (PWS Paragraphs 1.4.7.4, 5.1, and 5.2).

1.3. Course Content and Structure: The evaluation will review the proposed academic courses (GFOS and LHS) for adherence to all PWS requirements regarding content relevance (National Guard-centric), case study integration, duration, and structure (PWS Paragraphs 5.1.2.1, 5.1.2.2, 5.2.2.1, and 5.2.2.2).

1.4. Administrative and Logistics Support: The evaluation will determine the offeror's plan and capability to provide all necessary administrative and logistical support required for the seminars, including event planning, participant registration, notifications, and reporting (PWS Paragraphs 5.1.2.3, 5.2.2.3, and 5.3).

2. Past Performance

The Government will evaluate the offeror's past performance record to assess the likelihood of successful contract performance. This assessment will focus on the relevancy and success of previous contracts involving similar services, such as academic courses and case study development for senior government or civilian leadership.

3. Price

The Government will evaluate the total price for the proposed services as specified in Section B (Schedule of Supplies/Services) of the solicitation. The price proposal will be evaluated for reasonableness, balance, and completeness.

Calculation of Total Evaluated Price (TEP): For the purpose of evaluation and award determination, a Total Evaluated Price (TEP) will be calculated for each offeror. The TEP will be the sum of the offeror's total proposed price for the services plus the Government's independent, internally-derived estimate of the Government's own travel costs required to attend the seminar location(s) specified in the offeror's proposal. Offerors are not required to calculate the TEP or estimate Government travel costs in their proposals.

(c) Notice of award. A written notice of award or acceptance of an offer 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.