

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 39	
2. CONTRACT (Proc. Inst. Ident.) NO. W912HQ-04-D-0006		3. EFFECTIVE DATE 30 Sep 2004		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. W74RDV-4148-6238		
5. ISSUED BY CODE USACE, HUMPHREYS ENGR SUPPORT CENTER ATTN: CEHEC-CT, 7701 TELEGRAPH ROAD ALEXANDRIA VA 22315-3660		W912HQ		6. ADMINISTERED BY (If other than Item 5) CODE		
				ALANDRA R. JONES PH: 703-428-6551 FX: 703-428-8181 ALEXANDRIA VA 22315-3860		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) THE GALLUP ORGANIZATION WILL TRAVIS 1001 GALLUP DRIVE OMAHA NE 68102				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		
				9. DISCOUNT FOR PROMPT PAYMENT net 30		
				10. SUBMIT INVOICES 2 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Block 12
CODE 1FAQ3		FACILITY CODE				
11. SHIP TO/MARK FOR CODE				12. PAYMENT WILL BE MADE BY CODE F&A HQ		
See Schedule				USAED(HQUSACE) C/O USACE FINANCE CENTER 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule		
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
SEE SCHEDULE						
15G. TOTAL AMOUNT OF CONTRACT						\$9,962,625.00
16. TABLE OF CONTENTS						
(X) SEC.	DESCRIPTION		PAGE(S)	(X) SEC.	DESCRIPTION	
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES 37 - 38
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 17	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	18 - 25	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING	26	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE	27 - 28	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS 39
X	F	DELIVERIES OR PERFORMANCE	29 - 31			
X	G	CONTRACT ADMINISTRATION DATA	32 - 33	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	34 - 36	M	EVALUATION FACTORS FOR AWARD	
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE						
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number W912HQ-04-R-0003-0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER JAMES F BOWERS / CONTRACTING OFFICER TEL: 703-428-7406 EMAIL: JAMES.F.BOWERS@USACE.ARMY.MIL		
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED 23-Sep-2004
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		

Section B - Supplies or Services and Prices

This is a Requirements Contract for "Leadership Assessment Interviews" for the U.S. Army Corps of Engineers, CONUS and OCONUS. Work will be issued by Task Order, and the Contractor shall, upon receipt of duly executed Task Orders, perform all services required by this contract. The Contractor shall complete all work and services under this contract within the period specified in the Task Order, except that no Order shall be issued hereunder after expiration of this contract. The maximum work of services over (5) five years, including options will be \$9,647,500.00.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0001	Base Year FFP Perform in accordance with the Statement of Work, Section C of the Contract and DD1423, Contract Data Requirements List PURCHASE REQUEST NUMBER: W74RDV-4148-6238		Lump Sum			
					NET AMT	\$0.00
ACRN AA Funded Amount						\$0.00
FOB: Destination						

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0001AA	Leadership Assessment Interviews FFP	600	Each	\$950.00	\$570,000.00	
					NET AMT	\$570,000.00
Funded Amount						\$0.00
FOB: Destination						

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Telephonic Feedback Sessions FFP for Selecting Officials/Panels	200	Each	\$300.00	\$60,000.00

NET AMT	\$60,000.00
---------	-------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	In Person Feedback FFP Sessions for Selecting Official/Panels	50	Each	\$1,000.00	\$50,000.00

NET AMT	\$50,000.00
---------	-------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Reviews of Existing FFP Interview Data	250	Each	\$375.00	\$93,750.00

NET AMT	\$93,750.00
---------	-------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Reviews & Reconfiguration FFP of Existing Interview Data	250	Each	\$0.00	\$0.00

NET AMT	\$0.00
---------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Web-based Assessments FFP with On-Line Training	600	Each	\$100.00	\$60,000.00

NET AMT	\$60,000.00
---------	-------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	Training/Consulting Days FFP	100	Each	\$3,795.00	\$379,500.00

NET AMT	\$379,500.00
---------	--------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	Travel FFP To be paid IAW the JTR	1	Lump Sum		
					NET AMT
					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	Seminar for Selecting Officials FFP (Webinar) (Minimum: 15 participants) \$175/person				
					NET AMT
					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Option Year 1 FFP Perform in accordance with the Statement of Work, Section C of the Contract and DD1423, Contract Data Requirements List				
					NET AMT
					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Leadership Assessment Interviews FFP	500	Each	\$988.00	\$494,000.00

NET AMT	\$494,000.00
---------	--------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Telephonic Feedback Sessions FFP for Selecting Officials/Panels	300	Each	\$312.00	\$93,600.00

NET AMT	\$93,600.00
---------	-------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	In Person Feedback FFP Sessions for Selecting Official/Panels	75	Each	\$1,000.00	\$75,000.00

NET AMT	\$75,000.00
---------	-------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	Reviews of Existing FFP Interview Data	300	Each	\$390.00	\$117,000.00

NET AMT	\$117,000.00
---------	--------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE	Reviews & Reconfiguration FFP of Existing Interview Data	300	Each	\$0.00	\$0.00

NET AMT	\$0.00
---------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF	Web-based Assessments FFP with On-Line Training	650	Each	\$104.00	\$67,600.00

NET AMT	\$67,600.00
---------	-------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG	Training/Consulting Days FFP	175	Each	\$3,947.00	\$690,725.00

NET AMT	\$690,725.00
---------	--------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH	Travel FFP To be paid IAW the JTR	1	Lump Sum		

NET AMT	\$0.00
---------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ	Seminar for Selecting Officials FFP (Webinar)				

NET AMT	\$0.00
---------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Option Year 2 FFP Perform in accordance with the Statement of Work, Section C of the Contract and DD1423, Contract Data Requirements List				

NET AMT	\$0.00
---------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Leadership Assessment Interviews FFP	500	Each	\$1,028.00	\$514,000.00

NET AMT	\$514,000.00
---------	--------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Telephonic Feedback FFP Sessions for Selecting Officials/Panels	300	Each	\$324.00	\$97,200.00

NET AMT	\$97,200.00
---------	-------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	In Person Feedback FFP Sessions for Selecting Official/Panel	100	Each	\$1,082.00	\$108,200.00

NET AMT	\$108,200.00
---------	--------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	Reviews of Existing FFP Interview Data	500	Each	\$406.00	\$203,000.00

NET AMT	\$203,000.00
---------	--------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	Reviews & Resonfiguration FFP of Existing Interview Data	300	Each	\$0.00	\$0.00

NET AMT	\$0.00
---------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF	Web-based Assessments FFP with On-Line Training	1,000	Each	\$108.00	\$108,000.00

NET AMT	\$108,000.00
---------	--------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG	Training/Consulting Days FFP	250	Each	\$4,105.00	\$1,026,250.00

NET AMT	\$1,026,250.00
---------	----------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH	Travel FFP To be paid IAW the JTR	1	Lump Sum		

NET AMT	\$0.00
---------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Option Year 3 FFP Perform in accordance with the Statement of Work, Section C of the Contract and DD1423, Contract Data Requirements List				

NET AMT	\$0.00
---------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Leadership Assessment Interviews FFP	700	Each	\$1,069.00	\$748,300.00

NET AMT	\$748,300.00
---------	--------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	Telephonic Feedback FFP Sessions for Selecting Officials/Panel	350	Each	\$337.00	\$117,950.00

NET AMT	\$117,950.00
---------	--------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	In Person Feedback FFP Sessions for Selecting Officials/Panel	125	Each	\$1,125.00	\$140,625.00

NET AMT	\$140,625.00
---------	--------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD	Reviews of Existing FFP Interview Data	600	Each	\$422.00	\$253,200.00

NET AMT	\$253,200.00
---------	--------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE	Reviews & Reconfiguration of Existing FFP Interview Data	400	Each	\$0.00	\$0.00

NET AMT	\$0.00
---------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF	Web-based Assessment FFP with On-Line Training	750	Each	\$112.00	\$84,000.00

NET AMT	\$84,000.00
---------	-------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG	Training/Consulting Days FFP	325	Each	\$4,269.00	\$1,387,425.00

NET AMT	\$1,387,425.00
---------	----------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AH	Travel FFP To be paid IAW the JTR	1	Lump Sum		

NET AMT	\$0.00
---------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Option Year 4 FFP Perform in accordance with the Statement of Work, Section C of the Contract and DD1423, Contract Data Requirements List				

NET AMT \$0.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	Leadership Assessment Interviews FFP	900	Each	\$1,111.00	\$999,900.00

NET AMT \$999,900.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	Telephonic Feedback Sessions FFP for Selecting Officials/Panel	300	Each	\$351.00	\$105,300.00

NET AMT \$105,300.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	In Person Feedback Sessions FFP for Selecting Official/Panels	100	Each	\$1,170.00	\$117,000.00

NET AMT	\$117,000.00
---------	--------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD	Reviews of Existing FFP Interview Data	500	Each	\$439.00	\$219,500.00

NET AMT	\$219,500.00
---------	--------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE	Reviews & Reconfiguration of Existing FFP Interview Data	500	Each	\$0.00	\$0.00

NET AMT	\$0.00
---------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF	Web-based Assessments FFP with On-Line Training	800	Each	\$117.00	\$93,600.00

NET AMT	\$93,600.00
---------	-------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AG	Training/Consulting Days FFP	200	Each	\$4,440.00	\$888,000.00

NET AMT	\$888,000.00
---------	--------------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AH	Travel FFP To be paid IAW the JTR	1	Lump Sum		

NET AMT	\$0.00
---------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

Section C - Descriptions and Specifications

STATEMENT OF WORK (SOW)
For
LEADERSHIP ASSESSMENT INTERVIEW AND ADVISORY SERVICES

C1. **Objective.** The USACE has identified the need to continue to build upon their validated assessment of leadership potential, strengths and talent in the selection process for senior leaders. USACE intends to continue to develop its leadership capability by improving the leadership effectiveness of individuals selected to fill vacant SES, GS-15 and Supervisory GS-14 positions by awarding an indefinite-delivery indefinite-quantity contract to enhance and develop leadership through the integration of a consideration of leadership talents, strengths (i.e. potential) into selections for targeted positions. It is possible that the Leadership Strengths Interview may be used for positions at the GS-13 level or lower.

C2. **Background.** The U.S. Army Corps of Engineers vision, goals and strategies for the future demand the selection of senior executives with the greatest potential for leadership effectiveness in a learning organization in a culture of program and project management business processes (PMBP). The Corps Learning Organization Doctrine may be found at <http://www.hq.usace.army.mil/cepa/learning/learning.htm>. As described in the doctrine, Corps leaders need to position the organization to respond to shifting emphases and strategic opportunities, and to continuously builds networks of trust, support, and communication with a wide range of internal and external associates. In this environment of changing economic, political and work realities, the development of human resources takes on increased importance and developing people to be effective in the PMBP culture in a learning environment becomes critical to ensuring that the Corps possesses the leadership strengths necessary to lead and manage at all levels. This requires a better understanding of leadership and a method to measure leadership strengths and potential for effectiveness in this environment. Over the past 16 years the Corps has been working on strategies for identifying future leaders and strengthening our current leadership through research and use of a validated assessment process.

C3. **Requirements.** The Contractor(s) shall use a leadership strengths interview to measure the leadership strengths and potential to be effective in our learning organization and developing PMBP culture of individuals competing for all Senior Executive Service (SES), GS-15 and supervisory GS-14 positions;

and use the leadership strengths interview with candidates as required by individual Task Orders. It is possible that the Leadership Strengths Interview may be used for positions at the GS-13 level or lower. The Contractor shall administer the interview telephonically.

Leadership Assessment Interview. The leadership assessment interview must be available for use within 30 days after award of the contract. The interview must comply with the criterion validity requirements outlined in the Uniform Guidelines for Selection, and address construct and content validity. In order to meet these validity tests, the interview must measure leadership strengths as they relate to effective job performance in SES, GS-15 and supervisory GS-14 positions, as well as the degree to which candidates for these positions possess these leadership strengths that research in the Corps of Engineers has determined to be important for successful job performance. The same interview methodology must be used with each candidate to ensure consistency and fairness. The Uniform Guidelines for Selection can be found on the Internet at http://www.access.gpo.gov/nara/cfr/waisidx_03/29cfr1607_03.html.

Leadership Strengths. The leadership strengths, which have been determined to be important for successful job performance in the Corps of Engineers, are grouped into five dimensions. Each dimension is further described in terms of two descriptive constructs that best account for the variance in the dimension.

DIRECTION DIMENSION

A leader strong in Direction is purposeful and focused on a clear, personally meaningful vision of the future, and provides motivation and unity through a clear, definitive picture of desired outcomes. This dimension is further described in terms of the following constructs:

- The ability to set a direction, maintain that direction, and make corrections when necessary. Goal oriented.
- The capability to have the best explanation for the most events. The need to explain events parsimoniously in a way that creates a motivating picture of future outcomes for others.

DRIVE TO EXECUTE DIMENSION

A leader strong in Drive to Execute is a positive force who continually influences others and is eager to fulfill missions and overcome challenges. This dimension is further described in terms of the following constructs:

- The striving to define oneself as a significant person so that one is able to take psychological ownership for large and significant projects.
- The drive to make things happen, to be proactive.

RELATIONSHIP DIMENSION

A leader strong in Relationship understands and engages people as a catalyst of team development. This dimension is further described in terms of the following constructs:

- The drive to help others grow and the capacity for taking satisfaction from each increment of growth of others.
- The capacity to understand the strengths and talents of others to enable them to help each other use their strengths to achieve common goals.

MANAGEMENT DIMENSION

A leader strong in Management is a perceptive decision-maker who plans effectively and utilizes resources optimally. This dimension is further described by the following constructs:

- The talent to coordinate resources, people and their activities so that work gets done efficiently and effectively.
- The attitude and capability of being results oriented, and the need to measure achievement.

STRATEGIC DIMENSION

A leader strong in the Strategic dimension is a person with foresight who creates focus out of chaos, integrating all organizational activities, and motivating the organization to implement strategy. Someone who is imaginative, yet logical; forward thinker, easily recognizes, anticipates and prepares for multiple cause and effect relationships; synthesizes dreams,

innovations and human needs into actions and strategies that motivate others. This dimension is further described in terms of the following constructs:

- The capacity to create and project beneficial and stimulating images of a future state that inspires and motivates others.
- The capacity for "what if" thinking in imagining and creating alternate paths to future goals.

C3.1 **Telephonic Interview Administration and Support.**

The Contractor shall conduct candidate interviews for all USACE Senior Executive Service (SES), GS-15 and supervisory GS-14 positions as required by individual Task Orders. The interview may be used for positions at the GS-13 level or lower as required by individual Task Orders. The Contractor will telephonically interview geographically dispersed candidates for selection to targeted positions, regarding leadership strengths that are related to successful executive performance in USACE. Candidate responses to the interview will be objectively scored with proper controls for inter-rater reliability. Contractor will complete scheduling of interviews within five days of receipt of list of interviewees and phone numbers provided by the requesting office or other authorized representative.

C3.2 **Verbal and Written Interview Feedback Support.** The Contractor shall provide verbal feedback to selecting officials and/or Selection Panel and written and verbal feedback to each candidate interviewed.

a. Interview Feedback to Selecting Officials and/or Selection Panel. The Contractor shall provide telephonic or in-person feedback, as required by specific Task Order, to selection panels and/or selecting officials on each candidate interviewed, in accordance with procedures for obtaining interviewee permission for release of information. This feedback will be provided within 1-2 days of completion of the interviews. The feedback shall describe each candidate's total score and how each individual candidate scored on the interview, as well as providing a category ranking determined by their cumulative score on the leadership dimensions, as determined by the interview results. There will be group sessions for selecting officials and/or selection panels. Contractor shall provide this information in a verbal mode **only**.

b. Interview Feedback for Candidates Interviewed. The Contractor shall provide an individual, written feedback report to each candidate interviewed. The report shall be

developmental in nature, including a description of each candidate's relative strengths on the dimensions as indicated by the interview results. Contractor will further provide an in-depth, developmental, telephonic dialogue with the candidate regarding their performance on the interview and the interpretation of the results that will enhance the candidate's personal and career development. Contractor shall provide this written feedback to interviewed candidates **only**.

C3.3 **Analytical Support.** The Contractor shall analyze results of the candidate interviews and use the results of the analysis to discuss leadership strengths parameters with Selection Panels and/or selecting officials; and shall provide comparative profiles upon request by the COR.

a. Leadership Parameter Discussions with Selection Panels and/or Selecting Officials. The Contractor shall, through the appropriate application of descriptive statistics (frequencies and percentages, measures of central tendency, measures of dispersion), analyze results of the interviews and discuss the leadership parameters of the selection situation with Selecting Panels and/or Selecting Officials.

b. In cases where candidates have been previously interviewed within the last 3 years, the contractor shall review the transcript and analysis of the interview and provide the Selection Panel and/or Selecting Officials feedback and analysis specific to the new position for which the previously interviewed candidate is being considered.

c. Provision of Comparative Profiles The Contractor shall provide comparative profiles as follows:

- (1) Provide a comparative profile of candidates selected for positions with those not selected, by total sample, military rank and GS grade.
- (2) Provide comparative profiles of executive teams of District, Division and Headquarters, and of Regional Integration Teams (RIT) for the purpose of increasing team effectiveness and mutual understanding.

C3.4 **Process Assistance Support.** The Contractor shall provide process assistance support that includes but is not limited to:

a. Process Facilitation. Experienced process facilitators who are subject matter experts and knowledgeable in describing and explaining the leadership strengths assessment interview process and results will provide consultation with the Selection Panel. Will assist panel members with understanding the overall interview process and ranking of candidates based on leadership strengths scores.

b. Interactive Projections. The Contractor shall interact with all Corps of Engineers Divisions, Districts, Laboratories, and the Headquarters, as appropriate, for the purpose of assimilating data/analysis into readable products. The Contractor shall analyze historical and current data to arrive at solutions to address future problems, questions and concerns.

c. Written Reports and Briefings. The Contractor shall furnish written products appropriately formatted and edited in a professional manner. The use of desktop publishing will be required for written products that must be Internet compatible. Briefings (which includes the appropriate handouts and/or visual aids) shall be complete and ready-to-go professional products targeted to the senior manager level.

C3.5 **Training Support.** The Contractor shall provide training support to the US Army Corps of Engineers, which may include:

a. Design, development and update of informational/educational materials on the leadership assessment strengths interview process for inclusion on the Corps of Engineers website.

b. A handbook or other materials for Selection Panel/Selecting Official, to be disseminated to appropriate individuals as requested by the COR.

c. Based on the need identified by USACE to make the current process for identifying leadership strengths more developmental, and to begin to have an impact earlier in the career of individual USACE personnel, develop and deliver a web-based assessment tool based on the conceptual precepts of positive psychology that assesses individual enduring and unique talents. Talents identified by the assessment tool shall describe consistent patterns of thought, feeling and behavior that demonstrate both internal consistency and

consistency over time and shall address a diversity of from 30 to 40 talents so that individuals are clearly differentiated. Development of the assessment tool shall follow accepted psychometric methodologies consistent with American Psychological Association (A.P.A. Standards). Ipsative scoring is to be minimized so that talents identified can be compared across individuals. Demonstrated relationships among talents assessed and work success patterns are a plus. "On-Line training" in the meaning and developmental use of results of the assessment tool is to be developed and made available for USACE employees.

d. Conduct coaching training and certification for selected USACE personnel who will be designated as in-house consultants/coaches to assist the USACE workforce in understanding and using results of the talent assessment instrument.

C3.6 Revalidation/Fine-Tuning Predictability of Interview Methodology The Contractor shall:

a. Use the interview scores collected during the contract period to conduct a study to validate and fine-tune the predictability of the interview methodology. The Contractor shall provide a report annually to the Director of Human Resources, Headquarters USACE, with the findings.

b. Adjust the interview instrument and scoring methodology as necessary to sharpen its predictive power.

c. Provide a yearly analysis of the utilization of the Contract, to include a breakdown of number of interviews by specific position, organization, and grade level, and related scores by interview dimension.

C3.7 Further Research and Studies The Contractor shall, upon request by the COR, conduct additional studies and research and provide recommendations on further applications of the assessment process and its implications and potential for use within the Corps of Engineers.

C4. Project Manager Contractor shall appoint a Project Manager to serve as a single point of contact and liaison between the Contracting Officer (CO) and CO's Representative (COR) for all aspects of this contract. Upon award of the contract, the Contractor shall advise the CO in writing, of the name(s) of the individual(s) so designated. The Project Manager will be responsible for the complete coordination of all work developed under each Task Order. All work will be accomplished with

adequate internal controls and review procedures to ensure the technical accuracy and sufficiency of products required under Task Orders.

C5. **Meetings/Conferences.**

a. Meetings. Periodic meetings shall be held whenever requested by the CO or the Contractor for discussion of questions or problems relating to the work required under this contract.

b. Conferences. The Project Manager and/or other appropriate representative(s) will be required to attend and participate in conferences pertinent to the work under this contract as directed by the CO.

C6. **Personnel Requirements.** The Contractor shall provide highly skilled and experienced personnel, including the supervision, management, and administrative support necessary to successfully meet the requirements of the contract.

C7. **Contractor Travel.** The Contractor shall be reimbursed for travel and per diem in accordance with the Joint Travel Regulation (JTR). If in person feedback for the selecting official and/or selection panel is required, travel will be negotiated at the time of issuance of task order in accordance with the Joint Travel Regulations (JTR).

C8. **Task Orders.** The contractor will perform all or part of the services described in the SOW, and more specifically identified in the Task Orders, when, and as ordered by the Contracting Officer (KO) during the period of the contract. The contractor shall furnish all necessary supervision, labor, equipment, materials, and travel (except as otherwise specified) in each Task Order. All of the above shall be done in accordance with the SOW of this Contract.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

COMMERCIAL PACKAGING AND MARKING

Preservation, packaging and marking for CLIN(s) 0001 and 0002 shall be in accordance with standard commercial practices to insure safe delivery to destination.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including

movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

INSPECTION AND ACCEPTANCE

Inspection and acceptance of the supplies or services called for by this procurement shall be performed at the destination(s) in accordance with applicable contract clause.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30-SEP-2005		HUMAN RESOURCES DEV DIV DEPARTMENT OF THE ARMY U.S. ARMY CORPS OF WASHINGTON DC 20314-1000 FOB: Destination	S0F0C00
0001AA	POP 30-SEP-2004 TO 29-SEP-2005	N/A	N/A FOB: Destination	
0001AB	N/A	N/A	N/A	N/A
0001AC	N/A	N/A	N/A	N/A
0001AD	N/A	N/A	N/A	N/A
0001AE	N/A	N/A	N/A	N/A
0001AF	N/A	N/A	N/A	N/A
0001AG	N/A	N/A	N/A	N/A
0001AH	N/A	N/A	N/A	N/A
0001AJ	N/A	N/A	N/A	N/A
0002	30-SEP-2005		HUMAN RESOURCES DEV DIV DEPARTMENT OF THE ARMY U.S. ARMY CORPS OF WASHINGTON DC 20314-1000 FOB: Destination	S0F0C00
0002AA	30-SEP-2005	500	N/A FOB: Destination	
0002AB	N/A	N/A	N/A	N/A
0002AC	N/A	N/A	N/A	N/A
0002AD	N/A	N/A	N/A	N/A
0002AE	N/A	N/A	N/A	N/A
0002AF	N/A	N/A	N/A	N/A

0002AG	N/A	N/A	N/A	N/A
0002AH	N/A	N/A	N/A	N/A
0002AJ	N/A	N/A	N/A	N/A
0003	30-SEP-2005		HUMAN RESOURCES DEV DIV DEPARTMENT OF THE ARMY U.S. ARMY CORPS OF WASHINGTON DC 20314-1000 FOB: Destination	S0F0C00
0003AA	N/A	N/A	N/A	N/A
0003AB	N/A	N/A	N/A	N/A
0003AC	N/A	N/A	N/A	N/A
0003AD	N/A	N/A	N/A	N/A
0003AE	N/A	N/A	N/A	N/A
0003AF	N/A	N/A	N/A	N/A
0003AG	N/A	N/A	N/A	N/A
0003AH	N/A	N/A	N/A	N/A
0004	POP 30-SEP-2007 TO 29-SEP-2008	N/A	N/A FOB: Destination	
0004AA	N/A	N/A	N/A	N/A
0004AB	N/A	N/A	N/A	N/A
0004AC	N/A	N/A	N/A	N/A
0004AD	N/A	N/A	N/A	N/A
0004AE	N/A	N/A	N/A	N/A
0004AF	N/A	N/A	N/A	N/A
0004AG	N/A	N/A	N/A	N/A
0004AH	N/A	N/A	N/A	N/A
0005	POP 30-SEP-2008 TO 29-SEP-2009	N/A	N/A FOB: Destination	
0005AA	N/A	N/A	N/A	N/A
0005AB	N/A	N/A	N/A	N/A

0005AC N/A	N/A	N/A	N/A
0005AD N/A	N/A	N/A	N/A
0005AE N/A	N/A	N/A	N/A
0005AF N/A	N/A	N/A	N/A
0005AG N/A	N/A	N/A	N/A
0005AH N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

F001	CONTRACT PERIOD	JAN 2000
------	-----------------	----------

CLAUSES INCORPORATED BY FULL TEXT

TERM OF CONTRACT-INDEFINITE DELIVERY CONTRACT

Delivery Orders may be issued against this contract by the Contracting Officer at any time during the term of this contract, including the term covered by any exercised option. No Delivery order shall specify a completion date in excess of six (6) months after the final date upon which Delivery Orders may be issued.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 2142020000 088008 252G52F52L431898F0000 XMGF 44213
COST 000000000000
CODE:
AMOUNT: \$0.00

CLAUSES INCORPORATED BY FULL TEXT

CONTRACTING OFFICER/AUTHORITY

a. All contractual administration will be carried out by the Contracting Officer, address as shown on the face page of the contract. Communications pertaining to contract administration matters will be addressed to the Contracting Officer at the address shown. No changes in, deviation from, the Scope of Work shall be effected without a contract modification executed by the Contracting Officer authorizing such changes.

b. The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

a. The Contracting Officer may appoint one or more Government employees as Contracting Officer's Representative (COR) for technical purposes applicable to this contract. This individual will represent the Contracting Officer in the technical phases of work, but will not be authorized to change any of the terms and conditions of the contract or direct work that will require an amendment to the contract.

b. The appointment(s) shall be in writing, signed by the Contracting Officer and shall set forth the authority granted to and the limitations of the COR. Two copies of the letter of appointment shall be provided to the contractor who shall acknowledge receipt of the appointment letters in writing without delay. Such signing shall represent the contractor's acknowledgement of the limited authority of the COR.

c. Appointment may be changed or revoked by the Contracting Officer in writing. The Contracting Officer shall notify the contractor in writing of any such changes or revocations.

IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the contractor under this contract shall reference the contract number.

CONSTRUCTIVE CHANGE ORDERS

No order, statement or conduct of the Contracting Officer, the authorized representative of the Contracting Officer, whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change under the "Changes" clause of this contract or entitle the contractor to an equitable adjustment of the contract price or delivery schedule under that or any other clause, unless such change is issued in writing and signed by the Contracting Officer. No representative of the Contracting Officer (either PCO or ACO) shall be authorized to issue a written change order under the "Changes" clause of this contract. The Contractor shall be under no obligation to comply with any orders or directions not issued in writing and signed by the Contracting Officer.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

NOTICE OF INCORPORATION OF SECTIONS A, K, L, AND M

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
A	Information to Offerors or Quoters (DD 1707)
K	Representations, Certifications and Other Statements of Offerors or Quoters (Bidders)
L	Instructions and Conditions, and Notices to Offerors or Quoters (Bidders)
M	Evaluation Factors for Award

RELEASE OF INFORMATION BY MANUFACTURERS, RESEARCH ORGANIZATIONS, EDUCATIONAL INSTITUTIONS HOLDING ARMY CONTRACTS, AND OTHER COMMERCIAL ENTITIES

AR 360-5 prescribes Department of the Army policies and clearance procedures with respect to release of procurement information by manufacturers, research organization, and educational institutions holding Army contracts, and by commercial firms of organizations which do not hold Army contracts or grants. A copy of AR 360-5 is available upon request from the Contracting Officer. Procurement information is as defined in AR 360-5. Section 9-3(a)(1).

APPROVAL FOR CONTRACTOR'S RELEASE OF STUDY REPORTS OR TECHNICAL REPORTS

The Contractor shall not release the results of the study/report in any form (interim, draft and final reports) to any person or agency, including those within the Department of the Army, without the prior written approval of the Contracting Officer except as specified in this contract. All interim, draft and final reports prepared by the Contractor under this contract shall conspicuously display on the outside front cover the following disclaimer:

VIEWS, OPINIONS, AND/OR FINDINGS CONTAINED IN THIS REPORT ARE THOSE OF THE AUTHOR(S) AND SHOULD NOT BE CONSTRUED AS AN OFFICIAL DEPARTMENT OF THE ARMY POSITION, POLICY, OR DECISION UNLESS SO DESIGNATED BY OTHER OFFICIAL DOCUMENTATION.

DELIVERY ORDERS

a. Each Delivery Order issued pursuant to the clause "Ordering" (FAR 52.216-18) shall be on DD Form 1155 and will contain an individual serial number, by which the contractor will identify the effort on all documentation, including, but not limited to, invoices, vouchers, correspondence and reports.

b. Individual Delivery Orders will specifically identify the definitive Statement of Work, including DD Forms 1423 as appropriate, the ceiling price, and the required completion date or performance schedule. The contractor as designated in the individual order will make payment for orders against periodic submission of vouchers.

c. Issuance of each Delivery Order shall be preceded by agreement between the Contracting Officer and the Contractor on the individual Statements of Work, mix and quantity of labor utilization at the stated contractual rates, performance schedules, and ceiling prices. This agreement will normally be reached through the formal process of proposal submission, but may be accomplished through less formal methods at the discretion of the Contracting Officer. Points of agreement shall be explicitly stated in each Delivery Order and will be mutually binding, as Appropriate. Each Delivery Order will be accepted in writing by the Contractor by manual execution of the reverse side of the DD Form 1155, and returned to the Contracting Officer for issuance.

d. Notwithstanding the provisions of subparagraph (c) above, the Contracting Officer may issue Delivery Orders without first reaching agreement with the Contractor on the price and schedule, and the Contractor shall proceed with the performance of such a Delivery Order up to the specified ceiling price.

e. The Contractor shall segregate and bill separately for work performed under each Delivery Order.

INDEFINITE DELIVERY

The Contracting Officer will accomplish all work and services performed under the terms of this contract pursuant to individual Task Order/Work Directives issue. Task Order/Work Directives will be issued based on one or more of the Government requirements indicated in Section B and C. Each Task Order/Work Directive will include a description of the precise effort to be accomplished, required delivery date(s), task completion dates and a maximum cost to the Government of the work to be performed. The Contractor shall not exceed the ceiling price of each individual task order without the written approval of the Contracting Officer. The ceiling price of this contract is the sum of all the amounts authorized by all the Task Orders as amended from time to time, as issued by the Contracting Officer.

FIRM FIXED PRICE ORDERS

- a. For each order established on a firm fixed price basis, the Contractor shall perform and deliver the end item (e.g. reports, computer software, etc.) at the price established for the order, which includes all labor, material, overhead, travel, G&A, subsistence and profit necessary to complete the requirements.
- b. The contractor shall be paid the full price of that order upon final acceptance of the product by the Government.

PERFORMANCE MEETING

The Contracting Officer or his duly authorized representative may call a conference from time to time as deemed necessary to discuss any phase of performance under the contract.

GOVERNMENT RESERVED RIGHTS

The Government reserves the right to approve contractor recommended changes in technical personnel during the life of the contract.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.216-22	Indefinite Quantity	OCT 1995
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997

252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days prior to expiration date of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

-

INCORPORATED BY REFERENCE