

20664

**ADOPTED**  
BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 508

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508  
County of Cook and State of Illinois

**COUNTY OF COOK  
AND STATE OF ILLINOIS**

**CERTIFICATE AND DEGREE PROGRAMS  
PROGRAMS FOR THE MILITARY - EUROPE  
WASHINGTON COLLEGE**

THE CHANCELLOR

REPORTS

that based on a proposal submitted, Harold Washington College was awarded the contract with the U.S. Military in Europe to provide lower level liberal arts courses leading to AA degrees and certificates which are delivered via multi-media electronic modes to military and civilian personnel of the U. S. Government at various locations in Europe; and

that the contract awarded by the Department of Defense is effective from August 1, 1998 for one base year with four options years ending July 31, 2003; and

that in October 1999, Harold Washington College will celebrate a 30-year association between CCC-Europe and the Department of Defense.

THE CHANCELLOR

RECOMMENDS that the Board of Trustees ratifies Contract #DAJA22-98-D-0024, for the provision of liberal arts courses leading to AA degrees and certificates, that was executed by Julia Adams Bickert on February 25, 1998, on behalf of the Board of Trustees.

Respectfully submitted,

Wayne D. Watson  
Chancellor

June 4, 1998

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<b>AWARD / CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1   71
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CONTRACT (Proc. Inst. Ident.) NO. DAJA22-98-D-0024	3. EFFECTIVE DATE 1 August 1998	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. WRCC01-0304-0058
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ISSUED BY WIESBADEN REGIONAL CONTRACTING CENTER ATTN: AEUCC-C-ASC CMR 410 BOX 744 APO AE 09096  KATHLEEN JONES K09 0611-816-2204	CODE WK4F59S1	6. ADMINISTERED BY (If other than Item 5) WIESBADEN REGIONAL CONTRACTING CENTER ATTN: AEUCC-C-C CMR 410 BOX 745 APO AE 09096	CODE WK4F59C1
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NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  CITY COLLEGE OF CHICAGO PETER SANDER STRASSE 30 55252 MAINZ KASTEL GERMANY	Vendor ID: 00004232
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8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	9. DISCOUNT FOR PROMPT PAYMENT  00.000% 000 Net 030
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10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:  DE 3AAA2 SHIP TO/MARK FOR CODE 00000000	ITEM 12  12. PAYMENT WILL BE MADE BY See Subsection G.5 CODE 00000000
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AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	14. ACCOUNTING AND APPROPRIATION DATA To be provided on tuition assistance forms Award Oblig Amt US\$ 0.00
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A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Non Personal Educational Services  See attached Schedule(s)				
15G. TOTAL AMOUNT OF CONTRACT \$					(Estimate) 1,344,000.0

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	C	DESCRIPTION/SPECS./WORK STATEMENT	40	X	J	LIST OF ATTACHMENTS	4
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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

<input checked="" type="checkbox"/> <b>CONTRACTOR'S NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return 1 copy 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.)	<input type="checkbox"/> <b>AWARD</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ 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.
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17. NAME AND TITLE OF SIGNER (Type or print)  <i>Julia Adams-Bicket</i> (Signature of person authorized to sign)	19C. DATE SIGNED 25 Feb 1998	20A. NAME OF CONTRACTING OFFICER AUSTIN J SANSONE K99 0611-816-2187	20B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	20C. DATE SIGNED 25.2.98
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Section K incorporated by reference

CLIN 0003

**SECTION B – SUPPLIES OR SERVICES/ COSTS**

**B-1 STATEMENT OF SERVICES**

- a. **Upon award this will be an Indefinite Delivery Requirement Contract with Firm-Fixed Unit Prices.**
- b. **The services to be rendered under this contract, if and when ordered, shall consist of provision of : Lower Level Liberal Arts courses leading to award of Certificates, and Associate in Arts degrees.**
- c. **Courses leading to the specified certificates and degrees shall be delivered throughout the geographic areas of the US European Command, the US Central Command, and US Army, South, and in accordance with all requirements set forth in SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT.**
- d. **The contractor agrees to furnish all labor, management and supervision, and to provide required materials and supplies needed to accomplish the services specified in this contract.**
- e. **The contractor agrees to provide all equipment needed to conduct program courses in accordance with standard established by its Accreditation Association, except as specifically stated in the contract.**
- f. **Any travel, subsistence or accommodation cost incurred by contractor personnel by reason of work performance under this contract shall be the sole responsibility of the contractor, except as specifically stated in this contract.**

**B.2 Notes**

Amendments 0001 thru 0004 are incorporated by reference into this contract.

IAW Paragraph H.11, official DM rate is 1.8262

IAW Paragraph H.11a, aggregate percent of DM Cost is 12.4% .

SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

.3

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/I	UNIT PRICE	AMOUNT
BASE YEAR PERIOD OF PERFORMANCE 1 AUGUST 98 THRU 31 JUL 99					
J003	LOWER LEVEL LIBERAL ARTS INSTRUCTION AS PER SECTION C, STATEMENT OF WORK.	12,000.00	EA	112.000000	1,344,000.00
CLIN 0017: IN PROCESS REVIEW					
NOT SEPARATELY PRICED					
OPTION YEAR 1 PERIOD OF PERFORMANCE 1 AUG 99 THRU 31 JUL 2000					
J021	SAME AS LINE ITEM 0003	10,800.00	HR	115.000000	1,242,000.00
CLIN 0035: IN PROCESS REVIEW					
NOT SEPARATELY PRICED (NSP)					
OPTION YEAR 2 PERIOD OF PERFORMANCE 1 AUG 2000 THRU 31 JUL 2001					
J039	SAME AS LINE ITEM 0003.	9,720.00	HR	120.000000	1,166,400.00
CLIN 0053: IN PROCESS REVIEW					
NOT SEPARATELY PRICED					
OPTION YEAR 3 PERIOD OF PERFORMANCE 1 AUG 2001 THRU 31 JUL 2002					
J057	SAME AS LINE ITEM 0003	9,720.00	HR	124.000000	1,205,280.00
CLIN 0071: IN PROCESS REVIEW					
NOT SEPARATELY PRICED					

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	OPTION YEARR 4 PERIOD OF PERFORMANCE 1 AUG 2002 THRU 31 JUL 2003				
0075	SAME AS LINE ITEM 0003	8,750.00	HR	130.000000	1,137,500.00
	CLIN 0089: IN PROCESS REVIEW NOT SEPARATELY PRICED				

END OF SECTION B

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C-0 ACRONYMS AND DEFINITIONS

#### A. ACRONYMS:

ACES	Army Continuing Education System
AEC	Army Education Center
AF	Air Force
AFEC	Air Force Education Center
AFI	Air Force Instruction
ALC	Army Learning Center
AMC	Air Mobility Command
APO	Army/Air Force Post Office
AR	Army Regulation
AY	Academic Year
BUPERS	Bureau of Naval Personnel
CCAF	Community College of the Air Force
CIP	Classification of Instructional Programs
CNET	Chief of Naval Education and Training
CONUS	Continental United States
COR	Contracting Officer's Representative
DA	Department of the Army
DAC	Department of the Army Civilian
DAF	Department of the Air Force
DANTES	Defense Activity for Non-Traditional Education Support
DOD	Department of Defense
DON	Department of Navy
DODDS	Department of Defense Dependent Schools
DPPE	Education and Training Branch, HQ USAFE
ECMIS	Education Center Management Information System
EM	Enlisted Member
ESO	Education Services Officer
ESP	Education Services Plan
FAO	Finance and Accounting Office (Army)
FR	Field Representative
FRG	Federal Republic of Germany
FY	Fiscal Year
GSU	Geographically Separated Unit
ISR	Individual Soldiers Report
IPR	In Process Review

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-O ACRONYMS AND DEFINITIONS (CONT'D)

A. ACRONYMS (CONT'D)

HQ	Headquarters
NATO	North Atlantic Treaty Organization
NC	Navy Campus
NEO	Noncombatant Evacuation Operation
NETPDTC	Naval Education and Training Professional Development Technology Center
PAM	Pamphlet
RFP	Request for Proposal
SOCNAV	Servicemembers Opportunity Colleges Navy Degree Pro
SOCAD	Servicemembers Opportunity Colleges Army Degree Pro
SOCMAR	Servicemembers Opportunity Colleges Marine Corps De Program
SOFA	Status of Forces Agreement
SOP	Standard Operating Procedure
TA	Tuition Assistance
TACOR	Technical Assistant to Contracting Officer's Representati
TCO	Test Control Officer
TDY	Temporary Duty Assignment
USAFE	United States Air Force, Europe
USARSO	United States Army, South
USAREUR	United States Army, Europe
USARCENCOM	United States Army, Central Command
USEUCOM	United States European Command
USASOUTHCOM	United States Army Southern Command
VA	Department of Veterans Affairs
WRCC	Wiesbaden Regional Contracting Center

**B. DEFINITIONS:**

(1) **MULTI-MEDIA ELECTRONIC DELIVERY:** Courses or programs of study p students via: Computers with CD-ROM; Internet with video components and e-mail; t video, two-way audio transmissions; or such other "state of the art" multi-media electro delivery methods that may currently exist or might evolve during the period of the cont without the requirement of an on site instructor. At an originating Up-link site an instru simultaneously teach students, while Down link group classes require a qualified group on site. Students shall be provided course outlines, study guides, and such print materia might be required for a comprehensive academic experience. Students shall, at their op telephone/e-mail access to a subject matter expert faculty.

## **SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C-1, GENERAL REQUIREMENTS**

- 1. The contractor shall provide Lower Level Liberal Arts courses delivered in multi-media electronic mode leading to award of Certificates and Associate in Arts degrees as specified below:**
  - a. Associate of Arts, Mid-Management Concentration**
    - **Management Studies Recognition Certificate**
    - **Mid-Management Basic Certificate**
  - b. Associate of Arts, Business Administration Concentration**
  - c. Associate of Arts, Computer and Information Science Concentration**
    - **Achievement Certificate in Computer Information Systems**
  - d. Associate of Arts, Undeclared Concentration**
  - e. Associate of Arts, Accounting Concentration**
  - f. Associate of Arts, Russian Concentration**
    - **Achievement Certificate in Russian**
  - g. Associate of Arts, German Concentration**
    - **Achievement Certificate in German**
  - h. Associate of Arts, Modern Greek Concentration**
    - **Achievement Certificate in Modern Greek**
  - i. Associate of Arts, French Concentration**
    - **Achievement Certificate in French**
  - j. Associate of Arts, Italian Concentration**
    - **Achievement Certificate in French**
  - k. Associate of Arts, Portuguese Concentration**
    - **Achievement Certificate in Portuguese**
  - l. Associate of Arts, Spanish Concentration**
    - **Achievement Certificate in Spanish**



- m. Associate of Arts, Eastern European Studies Concentration**
  - **Achievement Certificate in Eastern European Studies**
- n. Associate of Arts, European Studies Concentration**
  - **Achievement Certificate in European Studies**
- o. Associate of Arts, Latin American Studies Concentration**
  - **Achievement Certificate in Latin American Studies**
- p. Associate of Arts, Middle Eastern Studies Concentration**
  - **Achievement Certificate in Middle Eastern Studies**
- q. Associate of Arts, Russian and Slavic Studies Concentration**
  - **Achievement Certificate in Russian and Slavic Studies**
- r. Associate of Arts, Western European Studies Concentration**
  - **Achievement Certificate in Western European Studies**
- s. Associate of Arts, Mathematics Concentration**
  - **Achievement Certificate in Mathematics**
- t. Associate of Arts, English Concentration**
- u. Associate of Arts, Women's Studies Concentration**
  - **Women's Studies Basic Certificate**
- v. Associate of Arts, Astronomy Concentration**
  - **Achievement Certificate in Astronomy**
- w. Associate of Arts, Biology Concentration**
  - **Achievement Certificate in Biology**
- x. Associate of Arts, Botany Concentration**
  - **Achievement Certificate in Botany**
- y. Associate of Arts, Environmental Studies (Ecology) Concentration**
  - **Achievement Certificate in Environmental Studies (Ecology)**
- z. Associate of Arts, Zoology Concentration**
  - **Achievement Certificate in Zoology**
- aa. Associate of Arts, Earth Science (Geology) Concentration**
  - **Achievement Certificate in Geology**

**bb. Associate of Arts, Chemistry Concentration**  
• **Achievement Certificate in Chemistry**

**cc. Associate of Arts, Physical Science Concentration**

**dd. Associate of Arts, Speech Concentration**  
• **Achievement Certificate in Speech**

**DAJA 22 - 98 - D - 0024**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION SERVICES

Prerequisites:

The contractor shall be chartered or licensed by its State Board of Education and accredited by an agency recognized by the *Council of Higher Education Accreditation (CHEA)* and the U.S. Education Department.

SOCAD,

The contractor who delivers undergraduate program(s) shall be a member of the *Servicemembers Opportunity Colleges (SOC)*, and shall be committed to participate fully in the SOCNAV, and SOCMAR network systems.

The contractor shall have the approval of the State Board of Education and the accreditation agency which has jurisdiction over the contractor's US home campus education programs to conduct the required education programs overseas.

The contractor shall have the agreement of its accreditation agency that it will evaluate the education program(s) provided by the contractor during the first contract year.

The contractor shall subscribe to the American Council on Education issued: *Principles of Good Practice for Institutions Providing Voluntary Education Programs on Military Installations.*

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION SERVICES (CONT'D)

A. CONTRACTOR RESPONSIBILITIES

**Education Program Delivery**

The contractor shall only offer those education programs and award only those degrees that are specifically authorized in this contract.

The contractor shall ensure that the sequences and the content of education program courses are determined through formal academic processes on the home campus.

Programs and courses conducted under the contract shall be taught by fully qualified faculty, shall carry identical academic credit and provide the same academic experience and course content as is provided on the home campus.

The contractor shall ensure that faculty teaching under the contract have the same qualifications as the faculty on its home campus. The same criteria for appointment and reappointment shall be applied, and the same approval process shall be used. Before any locally recruited faculty may be assigned to teach any course, the contractor shall obtain faculty-specific written approval from the head of the academic department on the home campus.

Contractors using multi-media electronic delivery modes shall appoint faculties of record who are responsible to provide academic oversight of specific courses and be subject matter experts able to answer student subject matter inquiries.

The contractor shall ensure that faculty are available to students for consultation outside of class-time. The contractor shall require its faculty to establish and publish, not later than the second day after the beginning of a course and in coordination with the local ESO, a schedule of office hours.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION SERVICES (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

**Education Program Delivery (CONT'D)**

The contractor shall not compute, nor in any other way calculate, the compensation for faculty on the number of students in a course or class.

The contractor shall provide all courses conducted under this contract at least the same level and quality of technical equipment and/or computer support as is being provided for similar courses on the home campus.

The contractor shall establish and maintain **Instructional Support Services** to ensure implementation and continual emphasis on: cross-curricula teaching in all program areas; use of instructional approaches by faculty that fosters discovery, problem solving and critical thinking by students; and the enhancement of student research and writing skills in all academic subjects and disciplines. The contractor shall use course syllabi and other appropriate means to clearly articulate the course learning outcomes expected of enrolled students and the course goals and objectives used to ensure that students achieve those learning outcomes. The contractor shall ensure that course syllabi, faculty vita, and required textbooks are available to potential students during course registration periods. A copy of the course syllabi and the vita of the faculty assigned to teach shall be provided to the local ESO at least two weeks prior to the starting date of a scheduled course.

The contractor shall implement an ongoing faculty development program with periodic workshops and appropriate evaluation.

**Faculty Community Service**

The contractor shall publish and make available to the military communities served, a listing of its faculty who have agreed to offer their services to the community as guest speakers free of charge, or at minimal cost (to cover personal expenses for travel, lodging and meals).

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION SERVICES (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

**Student Enrollment**

In the FRG, the contractor shall only enroll those academically qualified individuals who have a valid Identification and Privilege Card issued by the military services. At locations outside the FRG, the contractor shall only enroll those academically individuals who meet the requirements of agreements between the Services and the respective host country.

With written authorization by US Army, Europe; Air Force, or US Navy, Europe, the contractor may enroll other individuals in the FRG.

The contractor shall submit to the COR for ruling all cases where the propriety of an enrollment may be in question as a potential violation of the Status of Forces Agreement or other formal Host Country Agreements.

All students shall be enrolled in the same manner, be subject to the same academic regulations, and have the same privileges and support as the students on the contractor's home campus.

**Curricula**

The contractor shall not change the curricula requirements for certificates and degrees from those contained in its proposal without a written modification of the contract. The contractor shall include computer application requirements in all applicable curricula, and ensure that students enrolled in computer application courses demonstrate during the course of instruction their ability to effectively use the computer technology.

**Course Schedule**

The contractor shall coordinate with each ESO an annual course schedule that outlines the courses the contractor is prepared to offer for its students during the contract year.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION SERVICES (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

**Course Schedule (CONT'D)**

The contractor shall coordinate the first proposed annual schedule with the ESOs during the contractor's phase-in period. The proposed annual schedule shall:

a. ensure that the range of course offerings facilitate student progression towards degree completion;

b. take into account the historical data on course offerings and student enrollment patterns;

c. maintain a course cancellation rate of between 5-10 per cent to avoid both over and under scheduling;

d. take into consideration scheduled military training activities and other military-related factors that might impact on course participation.

The contractor shall coordinate subsequent annual schedules with ESOs not later than four month prior to each contract period.

Undergraduate program courses shall generally not exceed eight weeks in duration, and Graduate courses shall generally not exceed 16 weeks in duration.

Multi-media electronic delivered courses shall generally not exceed 16 weeks in duration.

The contractor and the ESO will jointly firm up the course schedule, to include dates and times for all courses, not later than two month prior to the first term to be conducted under the contract, and subsequently every two months for the next two terms.

Once the ESO approves the schedule, the contractor shall not deviate from the schedule without the concurrence of the ESO, and shall provide faculty for every one of the contractor's courses listed on the schedule.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION SERVICES (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

- Minimum Course Enrollments**      The contractor shall conduct a scheduled classroom or laboratory course when a minimum of **eight individuals** have enrolled during the regular registration period in a course which the contractor and the ESO jointly determine to be required to meet special student needs or to enable military personnel stationed at remote locations to obtain needed courses.
- Maximum Course Enrollments**      The maximum enrollments in a scheduled course shall be determined by the academic subject and the available classroom/laboratory facility. The contractor and the ESO shall, during the bi-monthly development of a firm course schedule, jointly determine what the maximum student enrollment shall be for a course. When it is expected that actual student enrollment in a course may significantly exceed the capacity for the academic subject or of the facility, the contractor shall make every effort to assign a qualified faculty to teach a duplicate course at the same location during the same term.
- Maximum Average Course Enrollments per Contract Period**      The contractor shall not exceed a total contract-wide average of 16 students per class for all undergraduate and a total contract-wide average of 24 students per class for all graduate courses conducted in the classroom and laboratory mode during a contract year.
- Open/Individual Enrollment**      The contractor shall have open and individual procedures for any independent-study, self-paced courses delivered via electronic multi-media.
- Faculty**      The contractor shall ensure that faculty teaching under the contract have the same qualifications as the faculty on its home campus. The same criteria for appointment and reappointment must be applied, and by the same process.



SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION SERVICES (CONT'D)

CONTRACTOR RESPONSIBILITIES (CONT'D)

**Faculty (CONT'D)**

The contractor shall obtain individual-specific written approval from the appropriate home campus academic department head before assigning a locally recruited faculty to teach a course offered under the contract.

The contractor may, with prior individual-specific written approval of the appropriate home campus academic department, employ active duty military personnel or appropriate or non-appropriated fund employees of the US Government as faculty if teaching assignments during the individual's off-duty time. The contractor shall require that, prior to their employment, individuals submit to the contractor written approval of their respective military commander or civilian supervisor, and a legal opinion concerning any potential Conflict of Interest. **The contractor may not employ any Navy personnel as faculty under this contract.**

**Faculty**

Contractors using multi-media electronic delivery modes of instruction shall appoint faculties of record responsible to provide academic oversight of specific courses and be subject matter expert resources able to answer student subject matter inquiries.

The contractor shall require each faculty member assigned to an installation for the first time to meet with the ESO. Faculty office hours for student advisement and use of appropriate space shall be scheduled at this time.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION PROGRAMS (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

**Faculty Development**

The contractor shall provide all of its faculty with professional development activities designed to enhance their teaching-effectiveness and to provide focus on current issues within their academic specialties. The contractor shall reliably measure the outcome of each professional activity provided its faculty, and shall comprehensively assess the short- and long-term effect that such activities have on the effectiveness of the faculty in the classroom.

**Libraries**

The contractor shall ensure that the library holdings at each location where the contractor provides education courses meet both the contractor's and its accreditation association's standards for the subject courses offered. The contractor shall ensure that each service site has CD-ROM and/or on-line library research capabilities appropriate for program courses offered and that those resources are readily accessible to both faculty and students. The contractor is encouraged to temporarily place special research resources, including copies of relevant periodicals, into a library for exclusive use by students enrolled in such courses.

The contractor shall maintain within its management and administrative headquarters in the FRG a professional faculty loan library with comprehensive print and CD-ROM holdings in each subject matter of the education program curricula offered under the contract. **When the contractor exclusively uses its home campus faculty in delivery of services under the contract, the requirement for a FRG-based faculty-loan library is waived.**

**Student Services**

The contractor shall provide the same range of student services to its students as that provided students on the contractor's home campus.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION PROGRAMS (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

**Student Services (CONT'D)**

The contractor shall give its students the same terms and conditions as are applied on the contractor's home campus for award of scholarships, student loans, financial aid, work-study, and job placement programs.

The contractor shall provide its students curriculum planning and academic advisement services, shall monitor students' academic progress and keep students advised on their current academic standing.

The contractor shall provide an official grade to students not later than 45 days after students completed a course. Unofficial grades shall be communicated electronically when needed by students to show successful course completion before enrollment in a new course.

The contractor shall issue its students a transcript not later than 30 days after a student request for such service is received by the contractor, and shall provide official transcript(s) to other institutions when the student requests this in writing.

The contractor shall, after a matriculated military student has completed six undergraduate hours of study, provide such student with an official evaluation of all prior learning that can be applied to the degree(s) the contractor is authorized to offer under the contract. This evaluation shall be documented on a SOCAD, SOCNAV, or SOCMAR Student Agreement Form. The contractor shall not issue any Student Agreements for any degrees which the contractor is not specifically authorized to award under the contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION PROGRAMS (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

**Student Services (CONT'D)**

The contractor shall act as a certifying agent for the Department of Veterans Affairs and certify students' enrollments to the Department of Veterans Affairs Regional Offices. The contractor shall **publish a "VA Certification Chart"** that shows the number of credits or courses that would equal to full-time, half-time, etc., for VA educational benefits.

**Acceptance of Credits**

The contractor shall, as a minimum, accept or grant academic credit from the following sources when the credit is applicable towards the degree pursued by a student:

a. transfer credit from regionally accredited colleges and universities;

b. College Level Examination Program (CLEP), Defense Activity for Non-Traditional Education Support (DANTES) examinations, American College Testing Proficiency Examination Program (ACT/PEP) examinations, College Board Advanced Placement (AP) examinations, and Defense Language Institute (DLI) course work or Proficiency Tests (DLPT);

c. service schools and military training in accordance with the recommendations of the American Council on Education in *A Guide to the Evaluation of Educational Experiences in the Armed Services* or as reflected on an individual's *Army/ACE Registry Transcript (AARTS)*, or *Sailor and Marine Corps Registry/ACE Transcript*;

d. credits granted by the Community College of the Air Force (CCAF), as reflected on an individual's CCAF transcript;

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION PROGRAMS (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

**Acceptance of Credits (CONT'D)** e. civilian training schools in accordance with the recommendations of the American Council on Education's *National Guide to Educational Credit for Training Programs*.

**Degree Completion** The contractor shall award certificates and degrees to students who have completed all academic requirements.

The contractor shall, within 45 days after a student has completed all degree requirements, provide the student an official letter and a transcript that certifies the completion of the degree.

**Commencement/Graduations** The contractor shall conduct a formal annual commencement/graduation ceremony in Europe.

The contractor shall also conduct appropriate recognition ceremonies in the United Kingdom, the Mediterranean area, Panama, and those other locations where the contractor has significant numbers of graduates who are unable, because of the distances involved, to participate in the annual commencement. The contractor shall coordinate local recognition ceremonies with the ESO.

The contractor shall publicize the dates and locations of the commencement/recognition ceremonies, provide appropriate speakers and make all the required arrangements for the ceremonies.

**Management and Administration** The contractor shall establish and maintain a management and administrative headquarters operation within the Federal Republic of Germany (FRG), and provide qualified leadership and staff personnel with educational and experiential backgrounds comparable to those required for similar positions of responsibilities on the home campus, to manage and administer all services provided under the contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION SERVICES (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

**Management and Administration(CONT'D)**

The contractor shall assign the specific individuals identified in its proposal to key management and staff positions within its FRG administrative headquarters (e.g., Program Director, Heads of Departments, etc.) for at least the first contract year.

For any subsequent changes in its key personnel, the contractor shall provide documentary evidence to the Contracting Officers' Representative that the proposed replacement personnel have qualifications equal to or better than those to be replaced..

The contractor shall appoint a member of the FRG administrative headquarters staff to be the point of contract for the COR for ancillary requirements related to contractor operation at military installations, such as Safety, Security, and Facility Management.

**Field Representatives**

The contractor shall assign academically qualified and trained qualified Field Representative(s) to each Education Center where the annual course schedule projects that the contractor will offer courses. The minimum Field Representative (FR) support that shall be provided at those Education Centers is 20 hours per week during registration periods.

The contractor shall ensure that the level of FR support at each Education Center is at all times sufficient to accomplish the following tasks:

- a. Providing prospective students information and assistance on scheduled courses, the course syllabi and faculty vita; on institutional policy and program requirements; preparing and maintaining class rosters; and assisting students in their application for financial aid from the contractor's institution, or for grants or VA benefits.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION PROGRAMS (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

**Field Representatives (CONT'D)**

b. provide to the ESO term or monthly enrollment summary, final class rosters (showing final grades), and other data/information upon request; enroll students in courses, and perform other contractor assigned duties.

The contractor shall coordinate the FR office hours with the ESO. The contractor shall ensure that the FR office hours are posted in a conspicuous place and that the hours are strictly observed. The contractor shall require that the FR inform the ESO in those instances when the FR will be absent during the posted office hours.

The contractor shall provide a trained substitute FR when an assigned FR is absent during registration periods.

**Contractor Employees**

**National Agency Check**

The contractor shall ensure that all faculty employed and assigned to teach at Army installations submit the necessary documentation for initiation of a National Agency Check (NAC) to the nearest Installation Security Manager prior to their first teaching assignment. National Agency Checks are not required for faculty assigned solely to teach at Air Force or Navy installations.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION SERVICES (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

**Contractor Employees (CONT'D)**

**Local Agency/File Check** The contractor shall not assign locally recruited faculty to any course under the contract until a pre-employment Agency Check (LAC) or Local Files Check (LFC), has been initiated, as appropriate:

(1) For US civilians residing in the host country, local nationals, and third country nationals, the contractor shall submit a request for a LAC to the Security Police or Military Police Office nearer the installation where the individual is to be employed;

(2) For dependents of active duty military members, the contractor shall submit a request for a LFC to the Security Police or Military Police Office on the installation at which the sponsor is stationed.

**Compliance with Laws and Regulations**

The contractor shall ensure that all of its employees adhere to the host nation laws of the countries to which the contractor assigns them to work under this contract.

The contractor shall ensure that all of its employees comply with such Army, Air Force and Navy and local regulations as may be applicable to them concerning standards of conduct of non-military individuals while present on military installations.

Contractor employee shall meet any local installation requirements which may be established as a condition of entry onto the installation.

Contractor employees shall attend an initial and an annual Non-combatant Evacuation Operation (NEO) orientation and comply with all NEO directives.



SECTION C.-.DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION SERVICES (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT)

**Contractor Employees (CONT'D)**

**Removal**

The contractor shall, upon request of the Government, remove from performance under this contract individuals who endanger persons or property, or whose continued work under this contract is inconsistent with the interests of military security or who might place the privileges, immunities, or status of the United States Forces in the host nation country in jeopardy.

Contractor employees shall not represent themselves as Government employees. They shall not use Civil Service grades or status. Violations may be cause for removal from work under this contract.

**Prohibitions against employment**

The contractor shall not employ in any capacity Government Education Services Personnel (e.g., ESOs, Guidance Counselors, Education NCO, etc.), or any individuals working in Education Centers under separate Government contracts.

**DOD Identification Cards (DD Form 1173)**

Assimilation of the contractor under Article 71 of the Supplementary Agreement to the NATO Status of Forces Agreement, and the Agreement in Implementation of Article IV, Panama Canal Treaty, is pre-requisite to the issuance of DOD Identification Cards to contractor employee who satisfy certain conditions.

The US Army, Europe and the US Air Force, Europe have different policies and requirements for the processing of DD Form 1172, Application for Uniformed Services Identification and Privilege Card, which leads to issuance of a DD Form 1173, Uniformed Services Identification and Privilege Card. The US Army South issues its own DD Form 1173 and a Bilingual Card ART XIII in accordance with Article IV of the Panama Canal Treaty of 1977.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION SERVICES (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

**Contractor Employees (CONT'D)**

**DOD Identification Cards**

**(DD Form 1173(CONT'D))**

For issuance of DD Form(s) 1173 through USAREUR, the contractor shall appoint an officer of the contractor's overseas administration prepare and verify DD Form 1172, Application for Uniformed Services Identification and Privilege Card, for eligible contractor employees and their family members in accordance with USAREUR Regulation 600-700.

The contractor shall maintain, in its overseas administrative office personnel files, documentary evidence on the eligibility of individuals issued a DD Form 1172 by the contractor, The contractor shall provide and maintain signature cards at all local Identification Card Issuing Agencies where contractor employees might request issuance of DD Form 1173 for themselves and, if applicable, for their family members.

The contractor shall make all documentation and records related to issuance of DD forms 1172 and control of DD forms 1173 by the contractor freely available for auditing by the COR as required.

For issuance of DD Form(s) 1173 through USAFE, or SOUTHCOM, respectively, the contractor shall supply a completed DD Form 1172 and a copy of intra-theater travel orders or local-hire employment letter showing the assignment to USAFE/SOUTHCOM installations, to the appropriate Air Force/SOUTHCOM Education Services Officer or to HQ USAFE/DPPE or SOUTHCOM. The Education Services Officer or HQ USAFE/DPPE or HQ SOUTHCOM will certify the DD Form 1172 for issuance of Identification Card(s) by Air Force/SOUTHCOM Identification Card Issuing agencies.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION SERVICES (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

Contractor Employees (CONT'D)

DOD Identification Cards  
(DD Form 1173)(CONT'D)

Eligibility

The contractor shall only request issuance of DD Form 1173 for those employees who:

- (1) Serve the US Forces exclusively;
- (2) are not stateless persons;
- (3) are nationals of a NATO state, excluding the host nation;
- (4) not be ordinarily resident in the host nation
- (5) do not work less than 20 hours per week or teach less than a minimum equivalent of three semester hours per term;

The contractor shall ensure that DD Form(s) 1173 are not requested for individuals who are not actual employees of the contractor (e.g., when a faculty is contracted on a course by course basis, and does not receive fringe benefits from the contractor regardless whether the faculty teaches or not; or when other individuals are paid by the contractor only "when actually employed", rather than being paid a salary with appropriate fringe benefits). **Contractor personnel issued a DD Form 1173 shall not be otherwise employed on or off-base**

The contractor shall immediately withdraw the DD Form 1173 issued to an individual and, if applicable, those issued to its family members, whenever an individual is terminated or changes its status (e.g., from a salaried employee to a "when actually employed" individual, or from a core faculty to an adjunct faculty not entitled to fringe benefits). The contractor shall return such DD form(s) 1173 to the Identification Card Issuing Agency and maintain a record of the turn-in of such documents.

SECTION C.-DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION SERVICES (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

**Reports and Publications**  
(Also see Attachment 5,  
Section J)

The contractor shall provide to the COR, not later than 30 days after receipt or dispatch, five copies of all accreditation reports and associated correspondence to or from the accreditation association and related to performance under the contract.

The contractor shall provide to the COR, not later than 120 days after contract award, five copies of a printed faculty roster (listing the names, the professional qualifications, and showing the subjects which each faculty is authorized to teach), and shall provide the COR detailed addenda whenever there is a change in the faculty.

||| The contractor shall provide to the COR, not later than 30 days after each term, five copies of a printed list that identifies the location and courses that each faculty taught in the preceding term, and the student enrollment in each courses.

The contractor shall produce, within 120 days from the award of the contract, and keep current a printed "Guide to the Faculty". The "Guide" shall, as a minimum, contain the pertinent sections of the contract requirements; the contractor's Equal Opportunity/Discrimination Complaint channel; and information on the military way of life and the military communities the faculty may encounter. The contractor shall issue the "Guide" to each new and/or rehired faculty assigned to teach under the terms of this contract, explain its content before such faculty leaves the home campus, and/or in advance of the faculty's first teaching assignment. The contractor shall deliver five copies of the "Guide" to the COR, and one copy to each ESO.

SECTION C.-.DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION PROGRAMS (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

**Reports and Publication  
(CONT'D)**

The contractor shall produce, not later than 180 days after contract award, and keep current a **Standard Bulletin or Catalog** that lists only those programs and courses which the contractor is authorized to offer under this contract. The Standard Bulletin or Catalog shall provide information on academic requirements, student services, and list sources for academic credit that will be accepted. The contractor shall **provide five copies** of its Bulletin or Catalog to the COR, **10 copies to each ESO**, and **one copy to each matriculated student**.

The contractor shall produce, within 120 days from the award of the contract, and keep current a printed "**Field Representative Guide**". This "Guide" shall, as a minimum, contain the contractor's policies and procedures relevant to the performance of Field representative duties, pertinent sections of the contract requirements, and the contractor's Equal Employment Opportunity policy and complaint channel. The contractor shall issue the "Guide" to each new or rehired **Field Representative**, **deliver five copies to the COR**, and **one copy to each ESO**.

The contractor shall produce, within 120 days from the award of the contract, and keep current a printed "**Articulation Guide**" that articulates the contractor's degree requirements for programs authorized under this contract with courses offered by other contractors under the terms of their respective contracts, and with relevant DANTES and DLI tests. The contractor shall **deliver five copies to the COR** and **two copies to each ESO**

The contractor shall provide to the COR, not later than 45 days after each contract period, five copies of a printed **list of total semester hours delivered** and the **average student enrollment per class for all courses conducted in classroom mode during the past contract period**.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION SERVICES (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

**Reports and Publications  
(CONT'D)**

The contractor shall provide to the COR, **within 45 days after the end of an instructional term**, five copies of a written **"Term Enrollment Summary"** that shows the total enrollment for the term and identifies the number of recipients of TA, VA and other funds by Education Center. It shall also identify the numbers of individuals who have completed all requirements for award of a certificate or degree by program and location and provide a separate roll-up for all Army, Air Force Marine Corps, and Navy locations.

The contractor shall provide to the COR, **every quarter** beginning with the first quarter after contract award, three printed copies of a **report that lists all employees provided a DD Form 1173 (Uniformed Services Identification and Privilege Card)**. The report shall identify individuals by name, citizenship, and Social Security Number; and shall separately list those individuals who are no longer employed and the disposition of their respective Identification Cards.

The contractor shall provide to the COR, **not later than 15 May** of each contract year, three printed copies of an **"Annual Assimilation Report"**. This report shall portray data current as of 15 April of each year and consist of two parts: 1) Program Information, showing the types of education programs and the locations where such programs are conducted; and 2) Employee Information, showing the names, nationalities, duty titles, duty locations, dates of employment, number of family members, and whether or not they are ID Card holders, for all employees.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION SERVICES (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

**Reports and Publications  
(CONT'D)**

The contractor shall provide to the COR, **not later than 45 days after each term**, a written **"Specifications for Postsecondary Offerings Report"**. The report shall list all courses scheduled during the preceding term, shall identify the term number; and , separately for each course, the course number, total course enrollment. and the name of the faculty. For each course show whether the course was conducted or was canceled.

The contractor shall deliver to the COR, **not later than three month after each contract period**, 15 copies of a printed **"Self-Evaluation Report"** The report shall be a forthright evaluation of the contractor's performance during the preceding contract period. The self-evaluation shall be tied to the contractor's Quality Control Plan and Inspection System and report on deficiencies discovered and corrective action taken. The report shall include the following: An executive summary; the administrative organization; a description of the faculty used and their teaching assignments; details about staff and faculty development provided; faculty performance evaluations conducted; improvements in program quality, student services and administrative services; a detailed report of how access to library resources was made available to students and faculty: total cumulative semester hour enrollments and degrees awarded during the contract period; the process and results of short and long range outcome measurements of the academic experience of students; interaction with Army, Air Force, Marine Corps, and Navy representatives and ESOs; and recommendations.

The contractor shall submit any proposed local publicity to the ESO for review and approval prior to dissemination of the publication by the contractor.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION SERVICES (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

**Tuition Related Requirements:**

**"Incomplete" Grades**

The contractor shall issue grades off "Incomplete" to students in accordance with its institutional policy. The contractor shall require that their faculty give students with an "Incomplete" a written statement concerning the specific work the student must complete within six month to remove the "Incomplete" grade, and shall ensure that the faculty provides a copy of the written statement to the ESO.

**Withdrawal Form**

The contractor shall make a printed "Application for Withdrawal" form available to students and Education centers. The contractor shall implement a procedure that requires students who desire to withdraw from any course to submit an "Application for Withdrawal" to the ESO at the appropriate Education Center. The effective date of student withdrawal shall be the date the form is received by Education Center personnel. If TA was used by the withdrawing student and the withdrawal period has not expired, the contractor shall, in addition to making refunds to the student, also make appropriate refunds to the Army, Air Force, Marine Corps, or the Navy.

**Refund Schedule**

The contractor shall refund tuition payments as follows:

- 100 percent if withdrawal is effective before commencement of a course;
- 75 percent if withdrawal is effective before one-eighth of the course meetings have been held;
- 25 percent if withdrawal is effective after more than one-eighth but no more than one-fourth of the course meetings have been held;
- No refund if withdrawal is effective after more than one-fourth of the course meetings have been held.

For contractors with alternate delivery modes, refunds shall be based on the number of days which comprise their course length.



SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION PROGRAMS (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

**Tuition Related Requirements (CONT'D)**

The contractor shall, within 30 days after the event, refund to both the Government and the student the appropriate amount of tuition due when a student withdraws from a course within the refund period. Refunds due the Government shall be made by check drawn in favor of the Treasurer of the United States and be submitted as follows: For USAREUR, to HQ US Army, Europe, ATTN: AEAGC-ACES (COR), Unit 29351, APO AE 09014; for the Air Force, to Education Centers which originally authorized the TA; for the Navy, to NETPDTC, Code N8115, Pensacola, FL32509-5000; for SOUTHCOM, to Education Centers which originally authorized the TA. Paperwork accompanying the refund shall make specific reference to individuals by name and Social Security Number and course numbers. ~~The contractor shall make immediate refunds to students when a scheduled course does not materialize.~~

**Pell Grant/TA use**

When TA is used in conjunction with a Pell Grant, the amount of TA shall not exceed the amount of tuition remaining unpaid after the Pell Grant has been applied to the actual costs of Textbooks, the student's portion of the tuition, and the Government's portion of the tuition, in that order. The contractor shall reimburse the Government any amount of overpayment in TA which was subsequently offset by Pell Grant moneys. Refunds due the Government shall be made by check payable to the Treasurer of the United States, and submitted as follows: For USAREUR, to HQ US Army, Europe, ATTN: AEAGC-ACES (COR), Unit 29351, APO AE 09014; for the Air Force, to HQ USAFE/DPPE, Unit 3050, Box 25, APO AE 09094-5025; for the Navy, to NETPDTC, Code N8115, Pensacola, FL 32509-5000; for SOUTHCOM, to HQ US Army South, ATTN: SOCO-CAE, Unit 7149, APO AA 34004-5000.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION PROGRAMS (CONT'D)

A. CONTRACTOR'S RESPONSIBILITIES (CONT'D)

**Tuition Related Requirements (CONT'D)**

**Pell Grant/TA use (CONT'D)**

Each check shall be accompanied by documentation indicating individuals' names and SSN, term and course numbers, and location for each TA refund being made.

The contractor shall provide to the COR, every three month, five copies of a summary of the refunds made each term, with the first summary to be delivered three month after contract performance has started. The contractor shall establish and maintain an audit trail that allows the Government to verify that all excess TA funds subsequently offset by Pell Grant moneys were reimbursed.

Tuition Assistance

Military personnel may be eligible to receive up to 75 per cent tuition assistance. The amount of tuition assistance will be reflected on the respective Tuition Assistance Form (see G.1.). The contractor shall make its own arrangement to collect any partial or total amount of the tuition not covered by the Government.

**Invoices**

The contractor shall not submit an invoice to the Government until the refund period for student withdrawal for the course covered by the invoice has elapsed. Invoices shall be submitted as follows: For the USAREUR, to HQ US Army, Europe, ATTN: AEAGC-ACES, Unit 29351, APO AE 09014; for the Air Force and SOUTHCOM, to each Education Center that authorized use of TA; for the Navy, to NETPDTC, Code N8115, Pensacola, FL 32509-5000.

**Quality Control and Inspection**

The contractor shall exercise Quality Control over the administration, program delivery, student services, and other services provided under this contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION PROGRAMS (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

**Quality Control and Inspection (CONT'D)**

The contractor shall, not later than 90 days prior to the start of performance, submit a proposed Quality Control Plan (QCP) to the Contracting Officer for review and approval. The proposed QCP shall comprehensively define how the contractor intends to ensure delivery of a quality program to the Government. The proposed QCP shall cover all services described in this contract. All proposed QCP methods, procedures and forms shall support the concept of excellence in service delivery.

The specific surveillance techniques for all contract services shall be described. The surveillance methods shall be comprehensive and adaptable to the reporting system of the plan. The QCP shall provide quick and affirmative correction of deficiencies discovered in contract performance. The contractor shall have its own method to identify and correct problem areas. The contractor shall keep records of deficiencies or problem areas and shall inform the Government about the short-term remedial action and long-term solutions that will be implemented by the contractor to correct deficiencies or problems identified by the Government or by the contractor..

The QCP shall be comprehensive and address all requirements of the contract and be tied to the contractor's inspection system. It shall be designed to monitor all specific contract performance factors and time-lines, specify the process of monitorship used, and assign responsibilities for performance of each contract requirement to specific individuals.

The contractor shall implement the QCP as approved by the Government. Any subsequent changes in the QCP shall require written approval by the Contracting Officer.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION SERVICES (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

**Quality Control and Inspection  
(CONT'D)**

The contractor shall maintain an inspection system that covers all services under the contract and is acceptable to the Government. Inspection standards shall meet or exceed those contained in the contract specifications. The contractor shall state the frequencies and requirements for the inspections. The contractor shall maintain complete records of all inspections in its European-based administrative headquarters and shall make them freely available for auditing by the COR as required.

**Additional Programs**

The contractor shall, at the request of the Government and after negotiations, extend services to offer programs not currently specifically listed in Section B, at any location(s) stipulated by the Government as long as the new program(s) to be offered is/are similar in nature and level of instruction to those programs listed in Section B (e.g., a new vocational-technical associate program, a new undergraduate or graduate degree within the same academic department as the one(s) covered under the contract). Following negotiation and agreement on effective date and cost, the Contracting Officer will execute a written modification of the contract when extension of services to offer new Program(s) will be required of the contractor.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION PROGRAMS (CONT'D)

A. CONTRACTOR RESPONSIBILITIES (CONT'D)

**Liability**

During performance of the contract, the contractor shall indemnify and hold harmless the Government, its agents and employees against all actions or claims for damages to persons or property, including death arising or resulting from fault, negligence, wrongful act, or wrongful omission of the contractor, its agents or employees.

The contractor shall have appropriate liability insurance to protect its employees and students in case of liability suits.

The Government will not be responsible nor liable for theft or damage of contractor owned equipment.

The contractor shall repair or replace special purpose classroom or laboratory equipment belonging to the Department of Defense Dependent Schools (DODDS) or to Army, Air Force or Navy installations when breakage is attributable to the contractor's use under this contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION PROGRAMS

B. SUPPORT PROVIDED BY THE GOVERNMENT

**Facility Support:**

<b>Classroom Space</b>	Classroom and laboratory space for the conduct of courses will be provided. The words "laboratory space" mean a physical area. The adequacy of classroom and laboratory facilities will be determined jointly by the ESO and the contractor prior to the scheduling of education program courses at the installation.
<b>Field Registrar</b>	Administrative space to accommodate the contractor's Field Representatives will be provided within Education Centers and assigned by the ESO.
<b>Faculty</b>	Private space to accommodate academic advisement of students by faculty will be provided within Education Centers and assigned by the ESO.
<b>Administrators</b>	Space for any local or regional administrators of the contractor will not be provided by Education Centers.
<b>Headquarters Operation</b>	Government facilities for a contractor's management and administrative headquarters operation in the Federal Republic of Germany will not be provided unless it is specifically authorized elsewhere in the contract.

**Individual Logistic Support** . . . The Government will provide the following individual logistic support to eligible contractor employees and their dependents. The contractor is advised that its employees assigned to Belgium cannot receive individual logistic support. Individual logistic support is provided under this contract in accordance with FAR 25.802, DFARS 225.802, and the policies and procedures of AR 700-32, AFR 400-15, and USAREUR Regulation 600-700, and applicable USAFE/NAVEUR/USARSO policies

SECTION C.- DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION PROGRAMS (CONT'D)

B. SUPPORT PROVIDED BY THE GOVERNMENT (CONT'D)

**Individual Logistic Support (CONT'D)**

- (1) DD Form 1173 - Uniformed Services Identification and Privilege Card.
- (2) Commissary (including rationed items)
- (3) AAFES Facilities (Post/Base Exchange) (including rationed items).
- (4) Armed Forces Recreation Facilities.
- (5) Customs exemption (where permitted)
- (6) Legal Assistance (space available basis).
- (7) Local Government transportation for official business (non-tactical vehicles).
- (8) Local Morale/Welfare Recreation Services.
- (9) Military Banking Facilities.
- (10) Military Postal Service (APO/FPO).
- (11) Mortuary Services (on reimbursable basis).
- (12) Officer or NCO/EM Clubs.
- (13) POV (Privately-Owned Vehicle license).
- (14) Purchase of POL (Petroleum and Oil products).
- (15) Transient Billets or Visiting Officers Quarters (VOQ) on space-required and reimbursable basis when travel is performed on Official Government Orders.
- (16) Messing Facilities at remote sites only (reimbursable).
- (17) Army Continuing Education Services/Air Force and Navy Education Services.
- (18) Credit Union Facilities.
- (19) Department of Defense Dependent Schools on a space available and tuition paying basis.
- (20) Medical services on a reimbursable basis; dental care only for emergency conditions on a reimbursable basis.
- (21) Pet/Firearm Registration and Control.
- (22) Housing Referral.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION PROGRAMS (CONT'D)

B. SUPPORT PROVIDED BY THE GOVERNMENT (CONT'D)

**Organizational Logistic Support** The Government will provide the following Organizational Logistic support to eligible educational institutions:

- (1) Customs exemption for materials to be used exclusively in support of education programs under the contract.
- (2) US Forces registration of Contractor-owned Vehicles.
- (3) Purchase of AAFES gasoline and oil products for Contractor-owned vehicles.
- (4) Military Postal System(MPS) services for intra-theater delivery of correspondence or ISD Parcels weighing 70 pounds or less, postage free, for mailings from and to any APO/FPO ZIP Code beginning with "09" or "34", [except to ZIP Code 09704 (Thule AB, Greenland), ZIP Code 09709 (Sonderstrom AB, Greenland)], and related to the contractor's performance under the contract.
- (5) Certification required for relief of taxes afforded under the NATO SOFA will be obtained from the COR.
- (6) Authorization to purchase consumable supplies (e.g. office supplies) from Army Self Service Supply Centers and from Air Force or Navy Supply Centers, in accordance with the respective policy of the Services.
- (7) Purchase of excess us Government property from Defense Property Disposal Offices.
- (8) Intra-theater telephone will be provided to the contractor's Administrative Offices on a cost-reimbursable basis in accordance with USAREUR Regulation 25-22, when the location of such offices does not preclude such services.
- (9) The contractor may request, through the local ESO or HQ USAREUR/USAFE/NAVY as appropriate, the use of on-base cable pairs for installation of a commercial telephone. All costs associated with such commercial service shall be the responsibility of the contractor.



SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION PROGRAMS (CONT'D)

B. SUPPORT PROVIDED BY THE GOVERNMENT (CONT'D)

**Organizational Logistic Support (CONT'D)**

(10) The contractor's Field Representatives will be provided no-fee access to DSN telephones at every Education Center.

(11) Audio-visual, film, and library support, as available and within the capability of the respective Services library system. Video Recorders, as available and within the capability of each Education Center.

(12) Subject to availability of funds and approval by the Contracting Officer's Representative, inter-theater movement on Government Orders will be provided as follows:

**Travel for Staff**

a. Subsequent to the contractor's first complete year of operation under the contract, contractor CONUS-hired US citizen staff personnel who will occupy positions identified as **Director of Overseas Program or Executive Dean** (one position), **Assistant Director of Overseas Programs** (one position), or **Administrative Department Head** (e.g. Business Manager, Director of Personnel, Director of Academic Affairs, Director of Student services and Admissions, but not to include Area/Regional Directors nor Coordinators) and their family members: One-time transportation from home campus, or a location from which travel cost will be equal or more economical to the Government, to the overseas central office of the contractor; and return to home campus, or a location to which travel costs will be equal or more economical to the Government, on Government Travel Orders. Air Mobility Command (AMC) aircraft will be used. When AMC is not available, the mode of travel shall be determined by the nearest Installation Transportation Officer (ITO) or Transportation Management Office (TMO). The ITO or TMO will issue the necessary travel documents. Reimbursement will be limited to the constructive cost of AMC. Voluntary commercial travel will not be reimbursed ✓

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION PROGRAMS (CONT'D)

B. SUPPORT PROVIDED BY THE GOVERNMENT (CONT'D)

**Organizational Logistic Support (CONT'D)**

**Travel for Staff (CONT'D)** Shipment of unaccompanied baggage and household goods, not to exceed 5,000 lbs., of which 350 lbs. per person (maximum 700 lbs. per family) may be unaccompanied baggage, at Government expense from home campus, or a location from which shipment cost will be equal or more economical to the Government, to the contractor's overseas program central office and return to home campus, or a location to which shipment costs will be equal or more economical to the Government, is authorized. Excess carry-on baggage is not authorized. The minimum tour of duty for individuals traveling on Government funded orders is three years (36 month)\* If an individual fails to complete the required tour of duty for any reason, the Government will be under no obligation to provide return travel and the contractor shall reimburse the Government for the entire funds expended by the Government in movement of individual and family members to the contractor's overseas program central office.

\*Contingent upon exercise of options. Minimum tour of duty is 12 months should option not be exercised.

**Travel for Faculty** (b). Contractor CONUS-hired faculty personnel and their family members: One-time transportation from home campus, or a location from which the travel cost will be equal or more economical to the Government, to the location of the first teaching assignment and return from terminal teaching assignment to home campus, or a location to which travel cost will be equal or more economical to the Government, on Government Travel Orders. Air Mobility Command (AMC) aircraft will be used. When AMC is not available, mode of travel will be determined by the nearest Installation Transportation Officer (ITO) or Transportation Management Officer (TMO). The ITO or TMO will issue the necessary travel documents. Reimbursement will be limited to the constructive cost of AMC. Voluntary commercial travel will not be reimbursed.

SECTION C.-.DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION PROGRAMS (CONT'D)

B. SUPPORT PROVIDED BY THE GOVERNMENT (CONT'D)

**Organizational Logistic Support (CONT'D)**

**Travel for Faculty (CONT'D)** Shipment of unaccompanied baggage, not to exceed 350 lbs. per person from home campus, or a location from which travel cost will be equal or more economical to the Government, and return to home campus, or a location to which travel cost will be equal or more economical to the Government, is authorized. Shipment of household goods is not authorized. The faculty is authorized 40 lbs. excess baggage for professional materials. Unless the contract specifically otherwise, the minimum tour of duty for faculty who travel on Government funded travel orders one academic year (not less than 9 month). If an individual fails to complete required tour of duty for any reason. the Government will be under no obligation to provide return transportation and the contractor shall reimburse the Government for the entire funds expended in movement of individual and family members concerned. (Alternatively, the contractor may be authorized round trips for unaccompanied faculty travel for each contract period without shipment of unaccompanied baggage. In this case, the faculty has to teach a minimum of two courses. The contractor has to choose either the basic or the alternate provision for funded travel at time of contract award).

**Insurance** (c). The contractor is advised that the Military Personnel and Civilian Employees' Claim Act of 1964 provides insurance-like coverage against damage or loss of personnel possessions shipped under orders or a Government Bill of Lading only for military personnel or DOD civilians. Employees of the contractor traveling under orders or shipping personal possessions under such orders must protect themselves by purchasing private insurance since the Government cannot pay for damage or loss of personal effects shipped under orders.

SECTION C.- DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (CONT'D)

C-2. EDUCATION PROGRAM (CONT'D)

B. SUPPORT PROVIDED BY THE GOVERNMENT (CONT'D)

**Organizational Logistic Support (CONT'D)**

<p><u>Travel within ContractArea</u></p>	<p>Faculty teaching full-time for at least one term may travel by air on Government funded TDY orders from one location in USEUCOM to another location in USEUCOM, <u>USCENTCOM, or USARSO</u>. No unaccompanied baggage authorized. No per diem authorized. Family member travel will not be funded by the Government. Personnel will be authorized <u>one round-trip per academic term</u>. Air Mobility Command (AMC) aircraft shall be used. When AMC is not available, mode of travel will be determined by the nearest Installation Transportation Officer (ITO) or Transportation Management Officer (TMO). The ITO or TMO will issue the necessary travel documents. Reimbursement will be limited to the constructive cost of AMC. <u>Voluntary commercial air travel will not be reimbursed. Surface transportation at Government expense is not authorized.</u></p>
<p>Emergency Travel</p>	<p>CONUS-hired US citizen contractor employees are authorized emergency travel via AMC on a space-required, cash-reimbursable basis when the emergency is verified by the American Red Cross. AMC charges will be non-US Government tariff rate (AF Regulation 76-28). <u>If the individual concerned uses mode of travel other than AMC, no reimbursement is authorized.</u></p>
<p>Support for Multi-media Electronic Delivery of Instruction</p>	<p>When authorized by applicable Military Regulations, and to the extend available and within and the capability of the Military Services; access to T-NET satellite up- and down-links, on-base close-circuit TV, and the Internet through military file servers, may be provided.</p>

SECTION D  
PACKAGING AND MARKING

D.1 MARKING OF REPORTS

All reports and other documents and materials to be delivered under the contract shall be submitted with a letter of transmittal identifying the contract number, name of the contractor, and title and description of data.

The contractor shall not distribute or make available any findings or documentation, in any stage of development or completion, to the public or agencies outside the Department of Defense (DOD) community without the written approval of the Contracting Officer. Further, the contractor shall affix the following disclaimer statement conspicuously on the cover of all interim, draft and final reports:

"The 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, Air Force, or Navy position, policy or decision unless so designated by other official documentation" as in accordance with Privacy Act (Apr 84), FAR 52.224-2.

END OF SECTION D

SECTION E  
INSPECTION AND ACCEPTANCE

E.1 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)

E.2 INSPECTION AND ACCEPTANCE (CERTIFICATE)

The Contracting Officer or authorized representative of the Contracting Officer (Contracting Officer's Representative (COR)) shall conduct an

inspection of the instructions offered, instructional and related materials and student and personnel records at any reasonable time during normal working hours.

The COR and the contractor shall jointly conduct an annual in-Process Review of all programs and services under this contract, as specified in Section C hereof.

The Contracting Officer may, at his/her discretion, engage an outside agency to independently evaluate all programs and the contractor's performance. The contractor shall fully cooperate in the evaluation and make any records and documentation freely available to the evaluator(s).

### E.3

#### INSPECTION AND ACCEPTANCE

(a) Complete services will be inspected in accordance with the clause(s) at E.1 and E.2 , by the Contracting Officer's Representative (COR) or the cognizant Certifying Officer for the particular activity (Army, Navy or Air Force).

(b) Final acceptance will be performed by the Contracting Officer or cognizant Certifying Officer (G.5 identifies activity names and addresses) by verification of the services performed and certification of contractor's invoices.

END OF SECTION E

SECTION F  
DELIVERIES OR PERFORMANCE

- F.1 52.242-15 STOP-WORK ORDER (AUG 1989)  
(Reference 42.1305(b))
- F.2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)  
(Reference 42.1305(d))

F.3 PLACE OF PERFORMANCE

The contractor shall conduct programs at any military installation, base, and/or sites where a requirement for instruction based on a sufficient number of students eligible for such program exists. Major locations are at Attachment 2.

DELIVERY SCHEDULE

The contractor is not required to perform any education services under this contract prior to 01 Aug 98. Data shall be delivered in accordance with Section C. The annual In-Process Review of programs and services delivered under this contract will be as scheduled by the Contracting Officer's Representative (COR).

F.4 LEGAL AMERICAN HOLIDAYS

- |                             |                        |
|-----------------------------|------------------------|
| 1. 1 January                | New Year's Day         |
| 2. 3rd Monday in January    | Martin Luther King Day |
| 3. 3rd Monday in February   | Washington's Birthday  |
| 4. Last Monday in May       | Memorial Day           |
| 5. 4th July                 | Independence Day       |
| 6. 1st Monday in September  | Labor Day              |
| 7. 2nd Monday in October    | Columbus' Day          |
| 8. 11 November              | Veterans' Day          |
| 9. 4th Thursday in November | Thanksgiving Day       |
| 10. 25th December           | Christmas Day          |

If U.S. holiday falls on a Saturday, then the official holiday is the preceding Friday. If U.S. holiday falls on a Sunday, then the official holiday is the following Monday.



F.5

PERIOD OF CONTRACT

The period of this contract shall be 12 months. Starting date of performance shall be 01 Aug 98. Completion date shall be 31 Jul 99, unless the Government exercises its right to extend services, in accordance with contract clause FAR 520217-0009, Option to Extend the Term of the Contract, in Section I..

END OF SECTION F

SECTION G  
CONTRACT ADMINISTRATION DATA

G.1 FURNISHING COPY OF ORDER

a. Tuition Assistance Forms shall be forwarded directly to the contractor by the ESO. Army Tuition Assistant Forms (DA Form 1621), Air Force 1227 (Authority for Tuition Assistance-Education Services Program), and Navy Tuition Assistance Form (NAVEDTRA Form 1560/5) shall serve as ordering instruments.

b. The approval of a Tuition Assistance Form by an ESO will constitute notice of availability of funds (Government's portion) for the services stated on the Tuition Assistance Forms.

NOTE: Tuition Assistance Forms/Contractor enrollment forms will be used in lieu of DD1155. Tuition Assistance Forms will be used for those individuals authorized assistance. Other ID card holders will be responsible for 100% payment to contractor.

The contractor will collect those funds due them upon enrollment. Payment will be made to contractor in the form of Government Assistance up to 100 percent; any difference not covered under assistance is the responsibility of the student to pay directly to the school. All tuition cost is in accordance with the prices in Schedule B.

G.2 PROMPT PAYMENT DISCOUNT

The Contractor is encouraged to provide no less than a 20 day prompt payment discount. Shorter discount terms cannot realistically be met. Payment, unless otherwise stated, is due 30 days after receipt of the goods/services or invoice, whichever is later.

G.3 SUCCESSOR PROCURING CONTRACTING OFFICER ASSIGNMENT

The successor Procuring Contracting Officer (PCO) assignment for this contract is the Contracting Officer of the Wiesbaden Regional Contracting Center, Contract Administration Division at the following address:

Wiesbaden Regional Contracting Center  
ATTN: AEUCC-C-C  
Konrad Adenauer Ring 39  
65187 Wiesbaden

(LOCAL CLAUSE 52.000-4005)

G.4 ACCOUNTING AND APPROPRIATION DATA

Will be set forth on eachh individual Tuition Assistance Form

G.5 INVOICING PROCEDURES - FIXED PRICE SERVICES

(a) The Contractor shall submit invoice(s) in 5 copies (1 original and 4 copies). One copy, without attachments, shall be sent to the Contract Administrative Office and the rest, including the original, shall be submitted to the Certifying Officer. See addresses below. The Contractor shall mark all invoices to indicate partials, i.e. "first partial, "second partial", etc. The final invoice shall be marked "final invoice". Failure to mark invoices in this manner could result in delay in payment.

Contract Administration Office:

Wiesbaden Regional Contracting Center  
CMR 410 Box 745  
APO AE 09096

Certifying Officer:

FOR THE ARMY:  
.  
HQ U.S. ARMY EUROPE  
ATTN: AEAGC-ACES  
UNIT 29351  
APO AE 09014  
.

FOR THE AIR FORCE:

TO BE MAILED TO THE ESO AS STATED IN EACH TUITION ASSISTANCE FORM

FOR THE NAVY:

NETPMSA

CODE 00B115

PENSACOLA, FL 32509-5000

(b) The Certifying Officer will immediately date stamp all invoices upon receipt, verify performance of services, certify properly prepared invoices, and promptly forward them to the disbursing finance office specified below.

(c) If invoices are incorrect or incomplete (for reasons other than a reduction in contract price by the Contractor), the Certifying Officer will identify defects in handwriting on the invoices and return them to the Contractor for correction. However, if the invoice is incorrect due to deficiencies in performance which cannot be rectified through coordination with the Contractor, the Certifying Officer shall forward the case to the Contracting Officer for his determination. The Certifying Officer is responsible for timely submission of invoices for payment to:

Disbursing Finance Office:

To be submitted to the appropriate Finance Office which will be specified by the cognizant activity.

END OF SECTION G

SECTION H  
SPECIAL CONTRACT REQUIREMENTS

H.1 INVOICE PAYMENT

Supplies or services provided under this contract are considered constructively accepted on the 10th day after receipt for payment purposes. (Applies only to U.S. firms)

USAREUR ACQUISITION INSTRUCTION 32.905

H.2 CONVENTIONAL FORCES EUROPE (CFE) VERIFICATION INSPECTIONS

Certain Contractor-owned or controlled structures and containers located on U.S. Government installations are subject to short-notice inspections by CFE treaty verification teams. The Government will endeavor to provide the Contractor as much notice as possible in the event of such inspections. The Contractor shall provide access to such structures and containers at the request of the Government and as soon as circumstances permit. The Contractor shall report such inspections to the Contracting Officer in writing within ten (10) calendar days of completion of the inspection. Contractor-owned or controlled structures and/or containers on U.S. installations may have to be inspected to comply with the CFE treaty even if Contractor personnel are unavailable to provide access. Any cost borne by the Contractor or any impact on contract performance as a result of the inspection will be a matter of negotiation between the Contractor and the Contracting Officer.

H.3 RELATIONSHIP BETWEEN THE GOVERNMENT AND CONTRACTOR PERSONNEL

a. The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationship exists or will exist under the contract between the Government and the Contractor or between the Government and the Contractor's agent.

b. The Government will exercise limited technical authority over Contractor personnel services under this contract. Contractor personnel

shall not be placed under the supervision, direction, or evaluation of a Federal Officer, military or civilian, in connection with performance under this contract. Contractor personnel shall not be placed in a position of command, supervision, administration or control over DoD military or civilian personnel, or personnel of other prime contractors, or become an integrated part of the Government organization in connection with performance under this contract.

c. The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees shall act and exercise personal judgment and discretion on behalf of the Contractor.

d. Contractor personnel shall not be eligible, by virtue of performance under this contract, for payment by the Government of entitlements and benefits accorded Federal employees. The entire consideration to the Contractor for performance of this contract is contained in the provisions for payment set forth in this contract.

H.4

#### CONSERVATION OF UTILITIES

The Contractor shall conserve utilities whenever possible, and operate under conditions that preclude their waste, as follows:

a. Electric light shall be used only in areas where and when work is being performed.

b. Equipment controls for heating, ventilation and air conditioning systems shall not be adjusted by contractor employees.

c. Water faucets or valves shall be turned off after use.

H.5

#### CONDUCT OF CONTRACTOR PERSONNEL

If the contracting Officer finds it to be in the best interest of the Government, within the foreign environment in which the

Contractor will be performing, he may at any time during the performance of this contract order the Contractor to remove any of his personnel from further performance under this contract for reasons of their unethical conduct, security reasons, violation of host nation acceptable behavior or for violation of installation regulations.

H.6 DESIGNATED COUNTRY CITIZENS ON USAREUR ACCESS-CONTROLLED INSTALLATIONS

a. Designated country citizens (Passport holders) are not authorized access to USAREUR controlled installations. Performance under this contractual document does not authorize designated country citizens access to such installations.

b. Designated country as used in this provision includes Albania, Bulgaria, Romania, all portions of the former Union of Soviet Socialist Republics, including the Commonwealth of Independent States (Armania, Azerbaijan, Belorussia, Kazakhstan, Kirghizia, Moldavia, Russia, Tadjhikistan, Turkestan, Ukraine, Uzbekistan and the Independent Republics of Estonia, Georgia, Latvia and Lithuania); the Kurile Islands, and South Sakhalin (Karafuto), Afghanistan, Burma, Columbia, Cuba, Iran, Iraq, Laos, Lebanon, Libya, Nicaragua, North Korea, Peoples Republic of China, including Tibet, Peru, South Africa, Syria and Vietnam.

c. The contractor agrees to insert the substance of this provision, including this paragraph, in all subcontracts.

(USAREUR Reg. 715-2, 4.405)

H.7 ENGLISH LANGUAGE DOCUMENTATION

All Contractor-prepared correspondence furnished under this contract shall be written in the English language.

(LOCAL CLAUSE 52.000-4684)

H.8

STANDARDS OF CONDUCT

a. The Contractor shall not hire personnel for this contract whose employment would result in a conflict with any of the following policy or regulations:

AR 600-50 Standards of Conduct for Dept. of Army Personnel  
AR 600-85 Alcohol & Drug Abuse Prevention & Control Program  
USAREUR Reg. 27-9 Misconduct by Civilians  
DA Policy Letter on Drug/Alcohol Use, dated 2 March 1989  
5 CFR 2635 Standards of Ethical Conduct, and  
Joint Ethics Regulation (JER) DoD 5500.7-R, dated August 1993.

b. The Contractor shall not allow employees to perform when under the influence of alcohol, drugs or any other incapacitating agents. The Contractor shall insure that instructors are neatly groomed and dressed to present a professional appearance at all times.

H.9

PAST PERFORMANCE INFORMATION REQUIREMENT

Upon completion of contract performance and/or final delivery of supplies, the contracting officer will evaluate contractor performance for use in future contract award decisions. The contractor shall be provided an opportunity to comment on the contracting officer's evaluation. The Contractor Performance Report, provided as Attachment 3 to Section J, will be used for this purpose.



H.10 SECTION H - SPECIAL CONTRACT REQUIREMENTS (CONT'D)

252.203-7004 PROHIBITION AGAINST RETALIATORY PERSONNEL ACTIONS

- (a) Definitions  
as used in this clause,

“Appropriate Government official” means-

(1) An officer or employee of the Department of Defense responsible for command, direct staff assistance to a commander, contract administration, program management, audit, inspection, investigation, or enforcement of any law or regulation relating to Government procurement or the subject matter of the contract;

(2) A Member of Congress or an officer or employee of Congress, the General Accounting Office, the Congressional Budget Office, or the Office of Technology Assessment; and

(3) Any other officer or employee of the United States whose duties include the investigation or enforcement of any law, rule, or regulation relating to Government procurement or the subject matter of the contract.

“Information concerning a contract” means information about cost, price, compliance with specifications, meeting the user’s requirements, user safety, use or disposition of services, real property or personal property acquired under the contract, the procurement process (including competition, negotiation, award, and administration), and relationships with Government personnel, competitors, or subcontractors.

- (b). Prohibition.

In accordance with 10 U.S.C. 2409a, the Contractor shall not discharge or otherwise discriminate against any employee with respect to the employee’s compensation or terms and conditions of employment because the employee (or any person acting pursuant to a request of the employee) discloses to a Government official information concerning a defense contract, which information the employee reasonably believes evidences a violation of any Federal law or regulation relating to defense procurement or the subject matter of this contract.

(c) The Government will notify the Contractor upon receipt of any complaint filed under the provisions of this clause and Subpart 203.71 of the Defense FAR Supplement. The Contractor agrees to cooperate with the Government during its investigation of any such complaint.

1 SECTION H SPECIAL CONTRACT REQUIREMENTS

ECONOMIC PRICE ADJUSTMENT, CURRENCY RATE FLUCTUATION INCREASE OR DECREASE

- a. The offeror shall identify in its cost proposal the applicable aggregate per cent (%) of costs associated with performance of services under this contract, which will be incurred in German Mark (Deutsche Mark).
  - b. Price adjustments for services performed under this contract because of currency rate fluctuation, shall be based on an increase or decrease of ten (10) per cent above or below the German Mark official Army Finance Office rate on the date for receipt of initial offers, or receipt of Best and Final Offers, whichever is later, under this RFP. Price adjustments can be requested by either the Government or the contractor.
  - c. The contractor shall notify the Contracting Officer if during contract performance, the costs increase or decrease in excess of 10 percent as a result of a currency rate increase or decrease. The contractor shall provide this notice within sixty (60) days after the increase or decrease, or within an additional period that the Contracting Officer may approve in writing. The notice shall include the contractor's proposal for an adjustment in the contract unit prices to be negotiated under paragraph (d) below, and shall include supporting data explaining the cause, effective date, amount of the decrease or increase and the amount of the proposed contractor's adjustment in the unit price.
  - d. After receipt of the notice and evaluation of supporting data under paragraph (c) above, the Contracting Officer and the contractor shall negotiate a price adjustment in the contract unit price(s) and effective date. The Contracting Officer will modify this contract to:
    - (1) include the price adjustment and its effective date, and
    - (2) reflect the currency rate in effect on the day the adjustment. The new Army Finance Office currency rate will become the base for any future adjustments.
- e. Re-negotiation of contract price(s) under this contract will only be considered one time during a contract year. The contractor shall continue performance pending on, or determination of any adjustment and its effective date.
- f. At time of award, the official Deutsch Mark (DM) rate for either the date of submission of initial offers or submission of Best and Final Offers (BAFOs)\* will be annotated on contract document. This rate will be utilized in formulating/calculating any price adjustments throughout the contract period.
- g. If applicable

## SECTION H SPECIAL CONTRACT REQUIREMENTS (CONT'D)

### H-12 ECONOMIC PRICE ADJUSTMENT PENDING ESTIMATED QUANTITY FLUCTUATION INCREASE OR DECREASE

- a. It should be noted that the quantity estimates stated in Section B are the Government's best estimates at time of award. During the potential five-year contract period, these estimates may change due to fluctuation in the number of US Forces in the areas covered by the contract.
- b. Adjustments to the contract prices for services performed under this contract shall be based on an increase or decrease of fifteen (15) percent above or below the estimated quantities as stated in Section B-2. Price adjustments can be requested by either the Government or the contractor.
- c. The contractor shall notify the Contracting Officer in writing if during contract performance the actual quantities delivered exceeded or fall short of the estimated quantities in excess of said 15 percent and the increase or decrease in actual delivered services is projected to continue for the remainder of the contract year. The contractor shall provide this written notice within 60 calendar days after the increase or decrease is noted, or within an additional period that the Contracting Officer may approve in writing. The notice shall include the contractor's proposal for an adjustment in the contract unit price(s) to be negotiated under paragraph (d) below, and shall include supporting data explaining the cause, effective date, amount of excess or decrease in actually delivered services in relation to the estimates, and the contractor's proposed amount of adjustment in contract unit price(s).
- d. After receipt of the notice and evaluation of supporting data under paragraph (c) above, the Contracting Officer and the contractor shall negotiate an adjustment in the contract unit price(s) and effective date. The Contracting Officer will modify the contract to include the unit price adjustment and its effective date.
- e. Re-negotiation of contract unit price(s) will only be considered one time during a contract year. The contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.
- f. The contractor shall consider all actual quantities delivered, regardless of the source of funding. Further, the contractor shall consider the number of semester hours equivalent for education/training services provided by the contractor under such Government contracts as may be awarded the contractor by the U.S. Army Contracting Command, Europe, or the U.S. Air Force, Europe Contracting Center, subsequent to the effective date of this contract.

H.13 Performance in Bosnia, Croatia or Hungary

**Any contractor personnel traveling to or performing downrange in Bosnia, Croatia or Hungary must complete pre-deployment training/processing prior to their deployment. This training is provided by the U.S. Government.**

End of Section H

SECTION I  
CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of clause)

I.2 52.203-3 GRATUITIES (APR 1984)  
(Reference 3.202)

I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)  
(Reference 3.404)

I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)  
(Reference 3.503-2)

I.5 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)  
(Reference 3.502-3)

I.6 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)  
(Reference 3.104-9(b))

I.7 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)  
(Reference 3.808(b))

I.8 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)  
(Reference 9.409(b))

I.9 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (OCT 1997)  
(Reference 15.209(a))

I.10 52.215-2 AUDIT AND RECORDS--NEGOTIATION (AUG 1996)  
(Reference 15.209(b))

I.11 52.216-18 ORDERING (OCT 1995)  
(Reference 16.506(a))

I.12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)  
(Reference 22.810(d))

I.13 52.222-26 EQUAL OPPORTUNITY (APR 1984)  
(Reference 22.810(e))

I.14 52.222-28 EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (APR 1984)  
(Reference 22.810(g))

I.15 52.222-29 NOTIFICATION OF VISA DENIAL (APR 1984)  
(Reference 22.810(h))

I.16 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 1996)  
(Reference 25.702)

I.17 52.229-6 TAXES--FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)  
(Reference 29.402-1(a))

I.18 52.232-1 PAYMENTS (APR 1984)  
(Reference 32.111(a)(1))

I.19 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)  
(Reference 32.111(c)(1))

I.20 52.232-17 INTEREST (JUN 1996)  
(Reference 32.617(a)&(1))

I.21 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)  
(Reference 32.806(a)(1))

I.22 52.232-25 PROMPT PAYMENT (JUN 1997)  
(Reference 32.908(c))

I.23 52.233-1 DISPUTES (OCT 1995)  
(Reference 33.215)

I.24 52.233-3 PROTEST AFTER AWARD (AUG 1996)  
(Reference 33.106(b))

I.25 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)  
(Reference 37.110(b))

I.26 52.242-13 BANKRUPTCY (JUL 1995)  
(Reference 42.903)

I.27 52.243-1 I CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)  
(Reference 43.205(a)(2))

I.28 52.244-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (OCT 1997)  
(Reference 44.204(a)(1))

I.29 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)  
(Reference 46.805)

I.30 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)  
(Reference 47.405)

I.31 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)  
(Reference 49.502(b)(1))

I.32 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)  
(Reference 49.504(a)(1))

I.33 252.203-7000 RESERVED  
(Reference 03.170-4)

I.34 252.203-7001 SPECIAL PROHIBITION ON EMPLOYMENT (JUN 1997)  
(Reference 03.570-5)

I.35 252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)  
(Reference 04.7104-1(b))

I.36 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)  
(Reference 04.404-70(b))

I.37 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)  
(Reference 05.470-2)

I.38 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE  
INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)  
(Reference 09.103-70)

I.39 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)  
(Reference 15.804-8(1))

- I.40 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (SEP 1997)  
(Reference 25.7002-3(a))
- I.41 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)  
(Reference 27.7103-6(a))
- I.42 252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (OCT 1988)  
(Reference 27.7103-6(f))
- I.43 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)  
(Reference 31.100-70)
- I.44 252.232-7006 REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD (AUG 1992)  
(Reference 32.111-70)
- I.45 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)  
(Reference 43.205-71)
- I.46 52.202-1 DEFINITIONS (OCT 1995)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs



(c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part

of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

I.47 52.203-9 reserved

I.48 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the

Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days after expiration of contract.

(End of clause)

I.49 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within the effective period of the contract ; provided, that the Government shall give 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 provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years (60 months).

(End of clause)

I.50 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984)

An award in the amount of \$1 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

(End of provision)

(R 7-2003.14(a) 1970 AUG)

(R 1-12.803-9)

I.51 52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

(End of clause)

(V 7-103.3 1949 JUL)

(V 1-7.102-3)

I.52 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation

52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract;

or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(R 7-104.24(f) 1964 NOV)

I.53 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

I.54. CONTRACTING OFFICER'S REPRESENTATIVE (COR) (Additional Information)

a. The Contracting Officer will designate and authorize the Chief, Education Programs Branch, Army Continuing Education System Division, Office of the Deputy Chief of Staff, Operations, Headquarters, United States Army, Europe, and Seventh Army, to act as Contracting Officer's Representative (COR) under this contract. This person, as appointed, will be specifically designated by letter from the Contracting Officer. The COR will receive reports and other material(s) required under this contract and will represent the Contracting Officer in the technical phase of work.

b. The COR may be authorized to give instructions, orders and directions to the contractor on behalf of the Contracting Officer only to the extent specifically set forth in the contract or the letter appointment.

c. No persons or agencies other than the Contracting Officer and the Contracting Officer's Representative are authorized to give instructions, orders or directives on behalf of the Government to the contractor. Changes in the scope of work will only be made by properly executed modifications to the contract as directed by the Contracting Officer.

d. The COR will institute a systematic process for auditing contract compliance by the contracted institution offering academic programs and services under this contract.

e. The COR will develop and implement a communications network that will ensure that ESOs of all services are thoroughly knowledgeable of ways that they can assist the military service and the COR monitor contract compliance.

End of Section I

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SECTION J  
LIST OF ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Attachment/Exhibit	Title	Pages
Attachment 1	Article 71 Of Supplementary Agreement to the NATO SOFA	2
Attachment 2	Major Service Locations	1

ARTICLE 71 OF THE SUPPLEMENTARY AGREEMENT TO THE NATO SOFA

1. The non-German non-commercial organizations listed in paragraph 2 of the Section in the Protocol of Signature referring to this Article shall be considered to be, and treated as, integral parts of the force.

2. (a) The non-German non-commercial organizations listed in paragraph 3 of the Section in the Protocol of Signature referring to this Article shall enjoy the benefits and exemptions accorded to the force by the NATO Status of Forces Agreement and the present Agreement to the extent necessary for the fulfillment of the purposes described in paragraph 3 of that Section. However, benefits and exemptions in respect of imports for, delivery to, or services for these organizations shall be granted only if such imports, deliveries or services are effected through the authorities of the force or of the civilian component or through official procurement agencies designated by these authorities.

(b) The organizations referred to in sub-paragraph (a) of this paragraph shall not have the powers enjoyed by the authorities of a force or a civilian component under the NATO Status of Forces Agreement and the present Agreement.

3. In respect of their activities as non-commercial organizations, the organizations listed in paragraphs 2 and 3 of the Section in the Protocol of Signatures referring to this Article shall be exempt from the German regulations, if otherwise applicable, governing the conduct of trade and business activities (Handel und Gewerbe). Such of these regulations as relate to safety measures shall, subject to Article 53 of the present Agreement, nevertheless apply.

4. Other non-German non-commercial organizations may, in specific cases, be accorded by means of administrative agreements, the same treatment as the organizations listed in paragraph 2 or 3 of the Section in the Protocol of Signature referring to this Article, if they

- (a). are necessary to meet the military requirements of the force and
- (b) operate under the general direction and supervision of the force.



5. (a) Subject to the provisions of paragraph 6 of this Article, employees exclusively serving organizations listed in paragraph 2 or 3 of the Section in the Protocol of Signature referring to this Article shall be considered to be, and treated as members of a civilian component. They shall be exempt from taxation in the federal territory on the salaries and emoluments paid to them by the organizations if such salaries and emoluments are either

- (I) liable to assessment for taxation in the sending State or
- (ii) computed on the assumption that no liability to pay tax will arise.

(b) Sub-paragraph (a) of this paragraph shall also apply to employees of organizations which, in accordance with paragraph 4 of this Article, are accorded the same treatment as the organizations listed in paragraph 2 or 3 of the Section in the Protocol of Signature referring to this Article.

6. The provisions of paragraph 5 of this Article shall not apply to:

- (a) stateless persons;
- (b) nationals of any State which is not a Party to the North Atlantic Treaty;
- (c) Germans; or
- (d) persons ordinarily resident in the Federal territory.

SERVICE LOCATIONS

SPECIAL NOTICE: Contractor must provide services at all installations, bases, or ports and sites within the major service locations when such services are requested by the Government.

<u>GERMANY:</u>	<u>AUSTRIA</u>	<u>BAHRAIN</u>	<u>UNITED KINGDOM</u>
Ansbach	Vienna (US Embassy)	Manama	Alconbury
-Illesheim			Croghton
Bonn	<u>BELGIUM</u>	<u>PANAMA</u>	Harrowgate
Bad Aibling	Brussels	Fort Clayton	Lakenheath
Bad Kreuznach	Chivres	Fort Kobbe	London
-Dexheim	Mons	Fort Sherman	Mildenhall
Bamberg		Howard AF Base	St Mawgan
Baumholder	<u>ITALY</u>	Rodham AF Base	<u>NETHERLANDS</u>
Darmstadt	Aviano	Albrook AFS	Brunssum
-Babenhausen	Naples	<u>HONDURAS</u>	Coevorden
Geilenkirchen	Rome, US Embassy	Sotocano	Soesterberg
Grafenwoehr	Sigonella		Teveren
Hanau	Vicenza		The Hague
-Buedingen	La Maddalena	<u>GREECE</u>	<u>BERMUDA</u>
-Friedberg	Livorno	Iraklion	Hamilton
		Athens, US Embassy	
Heidelberg	<u>TURKEY</u>		
Schwetzingen	Adana	<u>DENMARK</u>	<u>HUNGARY</u>
Hohenfels	Incirlik	Kopenhagen	Taszar
Kaiserslautern	Izmir	Karup	<u>UAE</u>
-Misau	Istanbul, US Embassy	<u>EGYPT</u>	El Dhafra Air Base
Mannheim	<u>SPAIN</u>	El Gorah	US Embassy
Coleman Bks	Madrid	Kairo, US Embassy	<u>CROATIA</u>
Ramstein	Rota	Sham El Sheikh	Slavonski Brod
Rhein-Main			Zagreb
Spangdahlem	<u>PORTUGAL</u>	<u>SAUDI ARABIA</u>	<u>BOSNIA</u>
Schweinfurt	Ladjes	Dhahran	Eagle Base (Tuzla)
Stuttgart	Lisbon	Riyadh	Colt Base
Vilseck		Taif	Demi/Dobol Base
Wiesbaden	<u>NORWAY</u>	<u>KUWAIT</u>	Comanche Base
-Mainz	Oslo	Kuwait City	Bedrock Base
Wuerzburg			Guardian Base
-Kitzingen	<u>ICELAND</u>	<u>GREENLAND</u>	Mc Govern Base
-Giebelstadt	Keflavik	Holsteinberg	Sarajevo
		Thule	