

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 50			
2. CONTRACT NO. HQ0013-06-D-0001		3. AWARD/EFFECTIVE DATE 13-Jul-2006		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL		a. NAME		b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME			
9. ISSUED BY DEFENSE SECURITY COOPERATION AGENCY-CON JAMES WASHINGTON 201 12TH STREET, SOUTH SUITE 203 ARLINGTON VA 22202 TEL: 604-6566 FAX:		CODE HQ0013		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541930 SIZE STANDARD: 8M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS	
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE			
SEE SCHEDULE				SEE ITEM 9					
17a. CONTRACTOR/OFFEROR TRANSLANG LTD BEATRICE J. BOUTROS 2812 SKYLAND DRIVE ATLANTA GA 30341-4722 TEL. 770-454-8732		CODE 1TQU9		18a. PAYMENT WILL BE MADE BY DFAS-INDIANAPOLIS CENTER DFAS/INAKA 8899 EAST 56TH STREET INDIANAPOLIS IN 46249-1325		CODE HQ0105		FACILITY CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
		SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,146,563.00 EST			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED <u>30-Jul-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED 18-Jul-2006			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) LISA DAVIS / CONTRACTING OFFICER TEL: 703-604-3893 EMAIL: lisa.davis@dcsa.mil			

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FAR (48 CFR) 53.212

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 50

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

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Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Simultaneous Interpretation FFP FOB: Destination				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Project Manager FFP 1 Project Manager will be used during the period of performance. FOB: Destination	69	Days	\$600.00	\$41,400.00 EST
				NET AMT	\$41,400.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Arabic Interpretation FFP Total of 31 Arabic Interpreters will be used during the period of performance FOB: Destination	458	Days	\$750.00	\$343,500.00 EST

NET AMT	\$343,500.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	French Interpretation FFP Total of 22 French interpreters will be used during the period of performance. FOB: Destination	395	Days	\$675.00	\$266,625.00 EST

NET AMT	\$266,625.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Dari Interpretation FFP Total of 22 Dari interpreters will be used during the period of performance. FOB: Destination	395	Days	\$725.00	\$286,375.00 EST

NET AMT	\$286,375.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Kurdish Interpretation FFP	285	Days	\$725.00	\$206,625.00 EST
Total of 22 Kurdish interpreters will be used during the period of performance. FOB: Destination					

NET AMT \$206,625.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF OPTION	Russian Interpretation FFP	320	Days	\$725.00	\$232,000.00 EST
Total of 22 Russian interpreters will be used during the period of performance. FOB: Destination					

NET AMT \$232,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Normal Translation Services FFP FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Arabic/Englis FFP FOB: Destination	1,200	Each	\$0.25	\$300.00 EST
NET AMT					\$300.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	French/English/French FFP FOB: Destination	1,200	Each	\$0.25	\$300.00 EST
NET AMT					\$300.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	Dari/English/Dari FFP FOB: Destination	1,200	Each	\$0.30	\$360.00 EST

NET AMT	\$360.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD OPTION	Russian - WIF FFP FOB: Destination	8,400	Each	\$0.26	\$2,184.00 EST

NET AMT	\$2,184.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Expedited Translation Services FFP FOB: Destination				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	English to Arabic and/or French FFP FOB: Destination	1,200	Each	\$0.44	\$528.00 EST

NET AMT	\$528.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	English to Dari or Kurdish FFP FOB: Destination	1,200	Each	\$0.45	\$540.00

NET AMT	\$540.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC OPTION	Russian - WIF FFP FOB: Destination	8,400	Each	\$0.39	\$3,276.00 EST

NET AMT	\$3,276.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Simultaneous Interpretation FFP FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA OPTION	Project Manager FFP Total of 1 Project Manager will be used during the period of performance. FOB: Destination	69	Days	\$624.00	\$43,056.00 EST
NET AMT					\$43,056.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB OPTION	Arabic Interpretation FFP Total of 31 Arabic interpreters will be used during the period of performance. FOB: Destination	458	Days	\$780.00	\$357,240.00 EST

NET AMT	\$357,240.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC OPTION	French Interpretation FFP Total of 22 French interpreters will be used during the period of performance. FOB: Destination	395	Days	\$702.00	\$277,290.00 EST

NET AMT	\$277,290.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD OPTION	Dari Interpretation FFP Total of 22 Dari interpreters will be used during the period of performance. FOB: Destination	395	Days	\$754.00	\$297,830.00 EST

NET AMT	\$297,830.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AE OPTION	Kurdish Interpretation FFP	285	Days	\$754.00	\$214,890.00 EST
	Total of 22 Kurdish interpreters will be used during the period of performance. FOB: Destination				

NET AMT	\$214,890.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AF OPTION	Russian Interpretation FFP	320	Days	\$754.00	\$241,280.00 EST
	Total of 22 Russian interpreters will be used during the period of performance. FOB: Destination				

NET AMT	\$241,280.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Normal Translation Services FFP FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AA OPTION	Arabic/Englis FFP FOB: Destination	1,200	Each	\$0.26	\$312.00 EST
NET AMT					\$312.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AB OPTION	French/English/French FFP FOB: Destination	1,200	Each	\$0.26	\$312.00 EST
NET AMT					\$312.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AC OPTION	Dari/English/Dari FFP FOB: Destination	1,200	Each	\$0.31	\$372.00 EST

NET AMT	\$372.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AD OPTION	Russian - WIF FFP FOB: Destination	8,400	Each	\$0.27	\$2,268.00 EST

NET AMT	\$2,268.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	Expedited Translation Services FFP FOB: Destination				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AA OPTION	English to Arabic and/or French FFP FOB: Destination	1,200	Each	\$0.46	\$552.00 EST

NET AMT	\$552.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AB OPTION	English to Dari or Kurdish FFP FOB: Destination	1,200	Each	\$0.47	\$564.00

NET AMT	\$564.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AC OPTION	Russian - WIF FFP FOB: Destination	8,400	Each	\$0.41	\$3,444.00 EST

NET AMT	\$3,444.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Simultaneous Interpretation FFP FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA OPTION	Project Manager FFP Total of 1 Project Manager will be used during the period of performance. FOB: Destination	69	Days	\$648.95	\$44,777.55 EST
NET AMT					\$44,777.55 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB OPTION	Arabic Interpretation FFP	458	Days	\$811.20	\$371,529.60 EST
	Total of 31 Arabic interpreters will be used during the period of performance. FOB: Destination				

NET AMT	\$371,529.60 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC OPTION	French Interpretation FFP	395	Days	\$730.08	\$288,381.60 EST
	Total of 22 French interpreters will be used during the period of performance. FOB: Destination				

NET AMT	\$288,381.60 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AD OPTION	Dari Interpretation FFP	395	Days	\$784.16	\$309,743.20 EST
	Total of 22 Dari interpreters will be used during the period of performance. FOB: Destination				

NET AMT	\$309,743.20 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AE OPTION	Kurdish Interpretation FFP	285	Days	\$784.16	\$223,485.60 EST
	Total of 22 Kurdish interpreters will be used during the period of performance. FOB: Destination				

NET AMT	\$223,485.60 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AF OPTION	Russian Interpretation FFP	320	Days	\$784.16	\$250,931.20 EST
	Total of 22 Russian interpreters will be used during the period of performance. FOB: Destination				

NET AMT	\$250,931.20 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Normal Translation Services FFP FOB: Destination				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AA OPTION	Arabic/Englis FFP FOB: Destination	1,200	Each	\$0.27	\$324.00 EST

NET AMT \$324.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AB OPTION	French/English/French FFP FOB: Destination	1,200	Each	\$0.27	\$324.00 EST

NET AMT \$324.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AC OPTION	Dari/English/Dari FFP FOB: Destination	1,200	Each	\$0.32	\$384.00 EST

NET AMT	\$384.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AD OPTION	Russian - WIF FFP FOB: Destination	8,400	Each	\$0.28	\$2,352.00 EST

NET AMT	\$2,352.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Expedited Translation Services FFP FOB: Destination				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AA OPTION	English to Arabic and/or French FFP FOB: Destination	1,200	Each	\$0.48	\$576.00 EST

NET AMT	\$576.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AB OPTION	English to Dari or Kurdish FFP FOB: Destination	1,200	Each	\$0.49	\$588.00

NET AMT	\$588.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AC OPTION	Russian - WIF FFP FOB: Destination	8,400	Each	\$0.42	\$3,528.00 EST

NET AMT	\$3,528.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Simultaneous Interpretation FFP FOB: Destination				
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NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA OPTION	Project Manager FFP Total of 1 Project Manager will be used during the period of performance. FOB: Destination	69	Days	\$674.92	\$46,569.48 EST
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NET AMT					\$46,569.48 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB OPTION	Arabic Interpretation FFP Total of 31 Arabic interpreters will be used during the period of performance. FOB: Destination	458	Days	\$843.65	\$386,391.70 EST

NET AMT	\$386,391.70 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AC OPTION	French Interpretation FFP Total of 22 French interpreters will be used during the period of performance. FOB: Destination	395	Days	\$759.28	\$299,915.60 EST

NET AMT	\$299,915.60 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AD OPTION	Dari Interpretation FFP Total of 22 Dari interpreters will be used during the period of performance. FOB: Destination	395	Days	\$815.53	\$322,134.35 EST

NET AMT	\$322,134.35 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AE OPTION	Kurdish Interpretation FFP Total of 22 Kurdish interpreters will be used during the period of performance. FOB: Destination	285	Days	\$815.53	\$232,426.05 EST

NET AMT	\$232,426.05 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AF OPTION	Russian Interpretation FFP Total of 22 Russian interpreters will be used during the period of performance. FOB: Destination	320	Days	\$815.53	\$260,969.60 EST

NET AMT	\$260,969.60 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	Normal Translation Services FFP FOB: Destination				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AA OPTION	Arabic/Englis FFP FOB: Destination	1,200	Each	\$0.28	\$336.00 EST

NET AMT \$336.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AB OPTION	French/English/French FFP FOB: Destination	1,200	Each	\$0.28	\$336.00 EST

NET AMT \$336.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AC OPTION	Dari/English/Dari FFP FOB: Destination	1,200	Each	\$0.34	\$408.00 EST

NET AMT	\$408.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AD OPTION	Russian - WIF FFP FOB: Destination	8,400	Each	\$0.29	\$2,436.00 EST

NET AMT	\$2,436.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	Expedited Translation Services FFP FOB: Destination				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AA OPTION	English to Arabic and/or French FFP FOB: Destination	1,200	Each	\$0.50	\$600.00 EST

NET AMT	\$600.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AB OPTION	English to Dari or Kurdish FFP FOB: Destination	1,200	Each	\$0.51	\$612.00

NET AMT	\$612.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AC OPTION	Russian - WIF FFP FOB: Destination	8,400	Each	\$0.44	\$3,696.00 EST

NET AMT	\$3,696.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Simultaneous Interpretation FFP FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA OPTION	Project Manager FFP Total of 1 Project Manager will be used during the period of performance. FOB: Destination	69	Days	\$701.92	\$48,432.48 EST
NET AMT					\$48,432.48 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB OPTION	Arabic Interpretation FFP Total of 31 Arabic interpreters will be used during the period of performance. FOB: Destination	458	Days	\$877.39	\$401,844.62 EST

NET AMT	\$401,844.62 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AC OPTION	French Interpretation FFP Total of 22 French interpreters will be used during the period of performance. FOB: Destination	395	Days	\$789.65	\$311,911.75 EST

NET AMT	\$311,911.75 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AD OPTION	Dari Interpretation FFP Total of 22 Dari interpreters will be used during the period of performance. FOB: Destination	395	Days	\$848.15	\$335,019.25 EST

NET AMT	\$335,019.25 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AE OPTION	Kurdish Interpretation FFP	285	Days	\$848.15	\$241,722.75 EST
	Total of 22 Kurdish interpreters will be used during the period of performance. FOB: Destination				

NET AMT	\$241,722.75 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AF OPTION	Russian Interpretation FFP	320	Days	\$848.15	\$271,408.00 EST
	Total of 22 Russian interpreters will be used during the period of performance. FOB: Destination				

NET AMT	\$271,408.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	Normal Translation Services FFP FOB: Destination				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AA OPTION	Arabic/Englis FFP FOB: Destination	1,200	Each	\$0.29	\$348.00 EST

NET AMT	\$348.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AB OPTION	French/English/French FFP FOB: Destination	1,200	Each	\$0.29	\$348.00 EST

NET AMT	\$348.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AC OPTION	Dari/English/Dari FFP FOB: Destination	1,200	Each	\$0.35	\$420.00 EST

NET AMT	\$420.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AD OPTION	Russian - WIF FFP FOB: Destination	8,400	Each	\$0.30	\$2,520.00 EST

NET AMT	\$2,520.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 OPTION	Expedited Translation Services FFP FOB: Destination				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AA OPTION	English to Arabic and/or French FFP FOB: Destination	1,200	Each	\$0.52	\$624.00 EST

NET AMT	\$624.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AB OPTION	English to Dari or Kurdish FFP FOB: Destination	1,200	Each	\$0.53	\$636.00

NET AMT	\$636.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AC OPTION	Russian - WIF FFP FOB: Destination	8,400	Each	\$0.46	\$3,864.00 EST

NET AMT	\$3,864.00 (EST.)
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INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0001AA	N/A	N/A	N/A	Government
0001AB	N/A	N/A	N/A	Government
0001AC	N/A	N/A	N/A	Government
0001AD	N/A	N/A	N/A	Government
0001AE	N/A	N/A	N/A	Government
0001AF	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0002AA	N/A	N/A	N/A	Government
0002AB	N/A	N/A	N/A	Government
0002AC	N/A	N/A	N/A	Government
0002AD	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0003AA	N/A	N/A	N/A	Government
0003AB	N/A	N/A	N/A	Government
0003AC	N/A	N/A	N/A	Government
1000	N/A	N/A	N/A	Government
1000AA	N/A	N/A	N/A	Government
1000AB	N/A	N/A	N/A	Government
1000AC	N/A	N/A	N/A	Government
1000AD	N/A	N/A	N/A	Government
1000AE	N/A	N/A	N/A	Government
1000AF	N/A	N/A	N/A	Government
2000	N/A	N/A	N/A	Government
2000AA	N/A	N/A	N/A	Government
2000AB	N/A	N/A	N/A	Government
2000AC	N/A	N/A	N/A	Government
2000AD	N/A	N/A	N/A	Government
2000AE	N/A	N/A	N/A	Government
2000AF	N/A	N/A	N/A	Government
3000	N/A	N/A	N/A	Government
3000AA	N/A	N/A	N/A	Government
3000AB	N/A	N/A	N/A	Government
3000AC	N/A	N/A	N/A	Government
3000AD	N/A	N/A	N/A	Government
3000AE	N/A	N/A	N/A	Government
3000AF	N/A	N/A	N/A	Government
4000	N/A	N/A	N/A	Government
4000AA	N/A	N/A	N/A	Government
4000AB	N/A	N/A	N/A	Government
4000AC	N/A	N/A	N/A	Government
4000AD	N/A	N/A	N/A	Government
4000AE	N/A	N/A	N/A	Government
4000AF	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 1-AUG-2006 TO 31 JULY 2007	N/A	National Defense University Attn: Gwen Powell US Coast Guard HDQS BLDG 2100 2 nd ST. SW, Suite 4308 Washington, DC 20593 202-2424	N/A
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0001AC	N/A	N/A	N/A	N/A
0001AD	N/A	N/A	N/A	N/A
0001AE	N/A	N/A	N/A	N/A
0001AF	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A
0002AB	N/A	N/A	N/A	N/A
0002AC	N/A	N/A	N/A	N/A
0002AD	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0003AA	N/A	N/A	N/A	N/A
0003AB	N/A	N/A	N/A	N/A
0003AC	N/A	N/A	N/A	N/A
1001	POP 1-AUG-2007 TO 31 JULY 2008	N/A	National Defense University Attn: Gwen Powell US Coast Guard HDQS BLDG 2100 2 nd ST. SW, Suite 4308 Washington, DC 20593 202-2424	N/A
1001AA	N/A	N/A	N/A	N/A
1001AB	N/A	N/A	N/A	N/A
1001AC	N/A	N/A	N/A	N/A

1001AD	N/A	N/A	N/A	N/A
1001AE	N/A	N/A	N/A	N/A
1001AF	N/A	N/A	N/A	N/A
1002	N/A	N/A	N/A	N/A
1002AA	N/A	N/A	N/A	N/A
1002AB	N/A	N/A	N/A	N/A
1002AC	N/A	N/A	N/A	N/A
1002AD	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A
1003AA	N/A	N/A	N/A	N/A
1003AB	N/A	N/A	N/A	N/A
1003AC	N/A	N/A	N/A	N/A
2001	POP 1-AUG-2008 TO 31 JULY 2009	N/A	National Defense University Attn: Gwen Powell US Coast Guard HDQS BLDG 2100 2 nd ST. SW, Suite 4308 Washington, DC 20593 202-2424	N/A
2001AA	N/A	N/A	N/A	N/A
2001AB	N/A	N/A	N/A	N/A
2001AC	N/A	N/A	N/A	N/A
2001AD	N/A	N/A	N/A	N/A
2001AE	N/A	N/A	N/A	N/A
2001AF	N/A	N/A	N/A	N/A
2002	N/A	N/A	N/A	N/A
2002AA	N/A	N/A	N/A	N/A
2002AB	N/A	N/A	N/A	N/A
2002AC	N/A	N/A	N/A	N/A
2002AD	N/A	N/A	N/A	N/A
2003	N/A	N/A	N/A	N/A

2003AA	N/A	N/A	N/A	N/A
2003AB	N/A	N/A	N/A	N/A
2003AC	N/A	N/A	N/A	N/A
3001	POP 1-AUG-2009 TO 31 JULY 2010	N/A	National Defense University Attn: Gwen Powell US Coast Guard HDQS BLDG 2100 2 nd ST. SW, Suite 4308 Washington, DC 20593 202-2424	N/A
3001AA	N/A	N/A	N/A	N/A
3001AB	N/A	N/A	N/A	N/A
3001AC	N/A	N/A	N/A	N/A
3001AD	N/A	N/A	N/A	N/A
3001AE	N/A	N/A	N/A	N/A
3001AF	N/A	N/A	N/A	N/A
3002	N/A	N/A	N/A	N/A
3002AA	N/A	N/A	N/A	N/A
3002AB	N/A	N/A	N/A	N/A
3002AC	N/A	N/A	N/A	N/A
3002AD	N/A	N/A	N/A	N/A
3003	N/A	N/A	N/A	N/A
3003AA	N/A	N/A	N/A	N/A
3003AB	N/A	N/A	N/A	N/A
3003AC	N/A	N/A	N/A	N/A
4001	POP 1-AUG-2010 TO 31 JULY 2011	N/A	National Defense University Attn: Gwen Powell US Coast Guard HDQS BLDG 2100 2 nd ST. SW, Suite 4308 Washington, DC 20593 202-2424	N/A
4001AA	N/A	N/A	N/A	N/A
4001AB	N/A	N/A	N/A	N/A

4001AC N/A	N/A	N/A	N/A
4001AD N/A	N/A	N/A	N/A
4001AE N/A	N/A	N/A	N/A
4001AF N/A	N/A	N/A	N/A
4002 N/A	N/A	N/A	N/A
4002AA N/A	N/A	N/A	N/A
4002AB N/A	N/A	N/A	N/A
4002AC N/A	N/A	N/A	N/A
4002AD N/A	N/A	N/A	N/A
4003 N/A	N/A	N/A	N/A
4003AA N/A	N/A	N/A	N/A
4003AB N/A	N/A	N/A	N/A
4003AC N/A	N/A	N/A	N/A

Funding will be placed on each individual order.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.237-3	Continuity Of Services	JAN 1991
52.246-1	Contractor Inspection Requirements	APR 1984
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984

PWS

Performance Work Statement
for
Near East South Asia Center for Strategic Studies
Language Services

1. **General:** The contractor shall provide a team of approved personnel to provide language services (interpretation and translation) in support of the Near East South Asia Center for Strategic Studies (NESA).

Work performed under the contract will be performed at government owned facilities or government leased facilities in the CONUS and OCONUS locations to include hotel contracted for NESA events. Rented or leased spaces will be considered NESA Center facilities for the purpose of the contract. The NESA Center is currently located at the U.S. Coast Guard Headquarters, 2100 Second Street, S.W, Suite 4308, Washington, DC 20593. The contractor will perform support services and technical assistance at the NESA offices and other sites as designated by program needs. Contractor offices must be located in the greater Washington, DC, metropolitan area.

2. **Background:** The Near East South Asia Center for Strategic Studies (NESA), is responsible for developing civilian and military specialists in defense and security matters by providing graduate level programs in defense/security planning and management, executive leadership, civilian-military relations and interagency operations. The Center conduct: programs in the United States and in the NESA region and academic research as well as maintains contact with graduates and provides curriculum-related assistance and continuing education through the Internet and other informational and educational tools. Further information on the NESA Center can be found at their website (www.ndu.edu/NESA).

3. **Scope:** The contractor will assist the government team in providing language services that will enable the NESA Center to conduct its current programs and other programs that will be developed. The NESA Center's programs will include, but are not limited to those listed at Annex A.

4. **Approach:** The contractor will respond to the Contracting Officer's Representative (COTR), for policy and program guidance. The contractor will conduct business in a fashion that is consistent with Federal and DoD regulations. The contractor shall provide technically qualified, experienced linguist to support the detailed planning, organizing, coordinating and execution of numerous conferences, seminars and international programs as well as operation of the ongoing policy and outreach missions as specified in this Performance Work Statement. Experience working with senior government and military personnel is required and experience working within the Department of Defense is preferred.

5. **Objective:** This Performance Work Statement (PWS) provides the Near East South Asia Center for Strategic Studies, government-site and contractor-site, linguistic services. These services support Near East South Asia Center programs from 1 August 2006 through 31 July 2007, and four one-year option periods, if exercised. The contractor will provide an experienced project manager, and appropriately skilled personnel as required meeting the NESA Center's objectives. The calendar of planned events is at Annex B

Task 1—Simultaneous interpretation (CLIN1)

Performance Objective No. 1: Contractor to provide simultaneous certified interpreters

Performance Measurement No. 1: Simultaneous Interpretation services.

Performance Standard No. 3: English/Arabic/English; English/French/English; Dari/English/Dari

The COR will identify interpreting requirements 60 days before the event and will provide the contractor a draft "Language Agenda" (Annex C). The default Language Agenda is three Arabic/English/Arabic Interpreters; two French/English/French Interpreters and two Dari/English/Dari Interpreters. COR will work with the contractor to determine when the Language Agenda must be finalized for the event. Once it is finalized NESA Center guarantees the interpreting services will be used as stipulated on the agenda for the full time of the event, if the event is less than two weeks, 10 working days. If the event is more than 10 working days NESA Center guarantees 10 days of interpretation services in accordance with the Language Agenda. NESA Center inform contractor as soon as possible once NESA Center knows the composition of the participants and final interpreter requirements.

Interpretation is required to and from English, Arabic, French and Dari. If other languages are required contractor will be notified 60 days before the event. Programs requiring language services may be in CONUS or in the NESAs region.

Most sessions require continuous effort. Sessions requiring interpreters usually begin at 0800 and last until 1130 or 1200 depending on daily schedule. A 1-½ or 2-hour break is generally given for lunch. Afternoon sessions usually begin at 1300 and end before 1700. The COR reserves the right to make changes or adjustments to the actual start time of the workday. Holidays most likely will not be seminar session days, but Government reserves the right to use the interpreters on a holiday as an emergency seminar day such as make up for a snow day. NESAs Seminar or other group site visits may be scheduled during the week or on a weekend. If interpreter support will be required for site visits during an event, NESAs will notify the contractor at least five (5) working days prior to the event.

The contractor will submit a complete assignment schedule to the COR prior to the commencement of each workweek covered by the contract and stipulated in the Language Agenda. The contractor will submit necessary or unforeseen changes of personnel in writing to the COR. The assignments may be either half day or full day. Interpretation services may also be required for official dinners, lunches, evening events, and weekend tours.

The contractor will ensure that all interpreters have an acceptable certification. Certification shall be as a court interpreter, through the Department of State Interpreters Examination or accreditation as an interpreter from a school of languages and linguistics. It is desirable that all interpreters be familiar with defense-related terms. The Contracting Officer reserves the right to require that the contractor remove and replace, within one working day, an interpreter who, in his judgment, is not qualified or who does not maintain the highest standards of professional conduct.

The COR reserves the right to require that interpreters assist in translation and editing services, if they are not serving as interpreters for the entirety of the eight-hour (full-day) or four-hour (half-day) assignment. (Example: If an interpreter is needed for interpretation services for only two hours during a four-hour assignment, the COR can require that the remaining two hours of the assignment be utilized in translation and/or editing services).

The contractor will be responsible for maintaining government-provided interpretation equipment, security of and daily maintenance of equipment for the duration of the seminar. Maintenance includes inspection, preparation and distribution, and replacement of batteries. The contractor will be responsible for the orderly and efficient storage of equipment. The contractor will be responsible for the day-to-day good order of the equipment room, interpreters' booth, and all other assigned working spaces.

Contractor will be required to set up at training location portable equipment, if national emergency dictates changed location and on local trips such as to Capitol Hill or field trips. The contractor will be responsible for the preparation and transportation of equipment required for off-site lectures, visits, and tours. The contractor will notify the COR as soon as possible if any equipment malfunctions or is inoperative.

If NESAs does not have sufficient interpretation equipment for the program contractor will provide within 10 days notice.

The contractor shall assign a language supervisor on site who has had substantive experience in personnel management, logistics planning and administration in a seminar environment. Fluency in the Arabic language is desirable. The language supervisor shall display the highest standards of personal deportment and judgment; possess demonstrated organizational abilities and excellent communication skills. It is essential that the language supervisor have a working knowledge of the Washington, DC diplomatic and military organizations and the ability to interact with senior foreign representatives. The language supervisor acts as the single point of contact for all activities pertaining to interpreters, and interpretation equipment for the NESAs COR.

When the language supervisor is not one of the interpreters, the language supervisor's hours will be on a part-time basis, up to 1/4 of total requirement, providing documentation of effort is provided.

7. Task 2 – Normal Translation Services (CLIN 2)

Performance Objective No. 2: Translation of materials from one language to another

Performance Measurement No. 2: Normal Translation services.

Performance Standard No. 2: Material required in more than 5 working days.

The contractor will translate various materials from English to Arabic and/or French/Dari/Kurdish, and from Arabic and/or French/Dari/Kurdish to English and edit to ensure smooth reading in translated language.

Contractor will deliver final product in hard and soft copy, MS-Windows compatible, CD-ROM or by electronic e-mail.

The principal point of contact at NESAs for each article submitted for translation will be COR who will refer the translator to the SME for that particular article.

Task 3 – Expedited Translation Services (CLIN 3)

Performance Objective No. 3: Translation of materials from one language to another.

Performance Measurement No. 3: Expedited Translation Services.

Performance Standard No. 3: Material required in less than 3 working days.

The contractor will translate various materials from English to Arabic and/or French/Dari/Kurdish, and from Arabic and/or French/Dari/Kurdish to English and edit to ensure smooth reading in translated language.

Contractor will deliver final product in hard and soft copy, MS-Windows compatible, CD-ROM or by electronic e-mail.

The principal point of contact at NESAs for each article submitted for translation will be COR who will refer the translator to the SME for that particular article.

9. Task 4 Other Direct Costs (CLIN 4)

Contractor will be reimbursed for travel costs (see item 11, below). The contractor will work with the COR to ensure the contractors travel requirements are forecasted 90 days in advance. Contract personnel who travel to countries where danger pay is authorized will receive danger pay at the same rate as a government employee.

9.2 NESAs Center will pay for overtime when it is related to an event, forecasted and approved by the COR prior to the event. This should be indicated in the Assignment Schedule (Task 1, paragraph 6.3).

10. Schedule of Deliverables:

<u>PRODUCT/ACTION</u>	<u>DATE</u>
Deliverables	Adherence to schedule and number of personnel on contract will be confirmed by the COTR on a monthly basis.

Post Event Lessons Learned / Suggested corrective actions	No later than 30 days after seminar or event conclusion.
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11. Key Personnel: The contractor must provide resumes of proposed personnel in response to this PWS and all subsequent contract modifications to the COR. The resumes must identify all proposed personnel and their proposed

role in the execution of this PWS. The contractor must identify those proposed individuals key to the success of this PWS. Once identified as such, key personnel may not be removed from this project without written acknowledgement from the COR.

12. **Travel Requirements:** Travel will be required in the performance of designated tasks and duties. Travel will be invoiced as an Other Direct Cost, in accordance with the terms and conditions of the Joint Travel Regulations. Unforeseen travel requirements are anticipated, but will only be executed as directed by the COR. All travel expenses will be reimbursed at cost.

13. **Contracting Officer's Representatives:** Administrative Program Manager, Ms. Gwen Powell, Voice (202) 685-2424, email powellg@ndu.edu, Fax (202) 685-4999, located at the Near East South Asia Center for Strategic Studies, Suite 4308, Department of Defense, 2100 Second Street, SW, Washington, DC 20593 are the Contracting Officer's Representatives.

13.1. It is important for each member of the contractor team to possess and maintain the highest standards of personal deportment and judgment, and have the social awareness to interact appropriately and effectively with senior government and military and civil society foreign representatives. The nature of the NESACenter requires an integrated government and contractor team capable of dealing with all levels of hierarchy including host nation representatives, U.S. government and embassy officials as well as suppliers and vendors.

13.2. The contractor and its employees shall be experienced in working with senior civilian and military officials (U.S. and NESACenter region preferred); strong interpersonal and people skills; knowledge of NESACenter region or experience working in the NESACenter region; organizational skills and specifically special events planning and implementation experience; interest and ability to travel to the NESACenter region.

14. **Security: Security and Academic Informational Requirements.**

14.1. Physical Security will be a priority of the NESACenter, to include security of facilities and of all participants and staff. The Center will be attuned to and meet U.S. Government requirements for all security matters.

14.2. NESACenter events and participation will be in an unclassified but appropriate non-attribution, academic mode to facilitate educational freedom and open, uninhibited interaction by all involved.

14.3. Prior to the release or publishing of any public information concerning the NESACenter or originating as a result of the working with the NESACenter program, clearance must be obtained according to appropriate DSCA and NDU regulations and NDU Public Relations Office.

14.4. The contractor employees will comply with all applicable Government security directives and regulations during the performance of work. The security classification of work to be performed under the contract is unclassified. The contractor employees will comply with all applicable government security directives and regulations during the performance of work. Contractor employees will read and be familiar with NDU and U.S. Coast Guard Headquarters facility security information, and will properly wear the appropriate building pass of badge. The contractor will follow guidelines from the U.S. Coast Guard Security Office to enroll each contractor employee in the *RAPIDGate* standardized Security Entry Program. The contractor will be responsible for payment of contractor personnel registration fee in the *RAPIDGate* Security Entry Program. Contractor personnel are responsible for safeguarding building passes and other badges, and must immediately report a lost or stolen badge to the COR (202) 685-2424, and the NDU Security Office (202) 685-2131.

14.5. **Hours of Operation**

The Center's "core" operating hours are from 0700 to 1800 hours. The core working hours can be negotiated with the COTR and placed in writing in an emergency situation. Contractor personnel will take leave in coordination with the NESACenter and Federal legal holiday schedule. The contractor will establish regulations related to personnel time off

and monitor accordingly. Overnight travel may be required and travel cost will be in accordance with the rates established in the JTR.

15. Standard Definitions

15.1. Contracting Officer (KO). A person duly appointed with the authority to enter into and administer contracts on behalf of the U.S. Government.

15.2. Contracting Officer's Technical Representative (COTR or COR). An individual designated in writing by the Contracting Officer to perform as an authorized representative of the Contracting Officer to perform specific contract administrative functions within the scope and limitations as defined by the Contracting Officer.

15.3. Government Furnished Property (GFP). Property in the possession of, or directly acquired by the Government and subsequently made available to the contractor.

15.4. Government Property. All property owned or leased to the Government or acquired by the Government under the terms of the contract. Government property includes both Government furnished property and contractor acquired property as defined in FAR 45.101.

15.5. Government Furnished Material (GFM). Material in the possession of, or directly acquired by, the Government and subsequently made available to the contractor.

15.6. Government Material. All material that may be incorporated into or attached to a deliverable end item or that may be consumed or expended in performing a contract, i.e., raw and processed materials, small tools, supplies component parts, raw and processed materials.

15.7. Quality Assurance (QA). Those actions taken by the Government to assure services meet the requirements of the Performance Work Statement (PWS) and all other service outputs.

15.8. Quality Control. Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

16. Government Furnished Property and Services

16.1. The NESACenter will provide working space and equipment, as listed below, only to the contractor employees who are directly assigned to perform tasks required or specified by the contract. The NESACenter will provide office supplies, materials, and equipment, to include access to telephones, copying machines, and desktop personal computers. Other administrative and communications support will be provided as required to perform the contract tasks.

16.2. The NESACenter will provide access to those documents and files that are relevant to the project and that are required to perform the tasks specified in the contract. Documents include studies, reports, plans, syllabi, agendas, and databases.

16.3. NESACenter government personnel will provide such assistance and information as is appropriate and necessary for liaison functions, and for the contractor's performance of the contract, e.g. review of schedules, preview of materials, orientation briefings, and walk-through of spaces.

16.4. Parking space will be available consistent with the policies and procedures that pertain to Government employees.

17. Quality Control

17.1. Quality Control Plan. The contractor shall establish and maintain a complete Quality Control Plan to ensure that the requirements of the contract are provided as specified. One copy of the contractor's Quality Control Plan shall be provided to the contracting officer at the time of proposal submission. An updated copy must be provided to the Contracting Officer as changes occur. The Quality Control Plan shall describe the methods for identifying and preventing problems before the level of performance becomes unacceptable.

17.2. Quality Assurance. The government will evaluate the contractor's performance under this contract using the method of surveillance specified in the PWS and based on adherence to guidelines established in Deliverables. When an observation indicates defective performance, the COR will obtain the contractor's representative's initials on the record of the observation. The COR will then submit a Contract Discrepancy Report.

18. Contractor Furnished Items and Services

Except for those items or services specifically stated to be Government furnished in paragraph 16, the contractor shall furnish everything required to perform this contract.

19. Invoices:

Monthly invoices will be allowed and will be paid within 30 days of receipt. Invoices will be submitted to the COR for approval and certification prior to submitting to the corresponding DFAS office. The COR is responsible for submitting a DD250 to certify the invoices.

1. Please submit invoices to the following addressee:

National Defense University (NDU)
Attn: Gwen Powell
U.S. Coast Guard Headquarters
2100 Second Street, SW 4308
Washington, DC 20593
Phone number: (202) 685-2424 Fax number: (202) 685-4999
Email: powellg@ndu.edu

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

- Name and address of the Contractor (legal and doing business as);
- Cage Code number;
- Invoice number and date;
- Contract Number and/or subline item number for service/delivery rendered;
- Contract line item number(s) and/or subline item number for service/delivery rendered;
- Period of performance covered by invoice;
- Term of any prompt payment discount offered;
- Name, title, and phone number of person to be notified in case of defective invoices.

20. Instruction For the Payment Office:

Do not prorate payment on this contract. Invoices are to be paid per specific Contract Line Item Number (CLIN) and Accounting Classification Reference Number (ACRN) in order of allocation as cited by the contractor. A copy of the final paid invoice should be forwarded to the Issuing Office's address in Block 6 and the COR as designed in the Performance Work Statement (PWS).

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

(27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

(28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

(29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 Aug 2006 through 31 July 2007.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict

between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$500,000.00;

(2) Any order for a combination of items in excess of \$500,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 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 August 1, 2011.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2006. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)