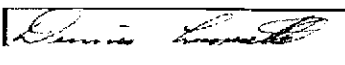


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 44	
2. CONTRACT NO. HQ0034-10-D-0011		3. AWARD/EFFECTIVE DATE 01-Sep-2010		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ0034-10-R-0002	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LEANNE CONDREN				b. TELEPHONE NUMBER (No Collect Calls) 703-696-4049	
8. OFFER DUE DATE/LOCAL TIME 10:00 AM 14 Jan 2010		9. ISSUED BY WHS ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 7.0 million NAICS: 541930		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 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO WHS/HUMAN RESOURCES DIRECTORATE CARLTON DREW POLK BUILDING, SUITE 4000 2521 SOUTH CLARK STREET ARLINGTON VA 22202		16. ADMINISTERED BY		SEE ITEM 9			
17a. CONTRACTOR/OFFEROR ABACUS-N-BYTES, INC. 11141 GEORGIA AVE STE 200 SILVER SPRING MD 20902-4655		18a. PAYMENT WILL BE MADE BY DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264					
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$601,000.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. REF: IAW RFP HQ0034-10-R-0002				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . 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 17-Aug-2010	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Dennis Luquette / Contracting Officer TEL: 703-696-4042 EMAIL: Dennis.Luquette@whs.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 44	
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 <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	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	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)			
			42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

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Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4) NTE

Sign Language Interpreters

FFP

Provide on-site primary and secondary English spoken and Sign Language interpreters who possess national certification or are certified by the National Registry of Interpreters for the Deaf (RID) at the Advanced Level. See attached pricing sheet.

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4) NTE

Short-notice charge

FFP

One-time fee paid for services requisitioned with fewer than 5 business days notice. See attached pricing sheet.

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4) NTE

OPTION Sign Language Interpreters
FFP
Provide on-site primary and secondary English spoken and Sign Language interpreters who possess national certification or are certified by the National Registry of Interpreters for the Deaf (RID) at the Advanced Level. See attached pricing sheet.

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4) NTE

OPTION Short-notice charge
FFP
One-time fee paid for services requisitioned with fewer than 5 business days notice. See attached pricing sheet.

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4) NTE

OPTION Sign Language Interpreters
FFP
Provide on-site primary and secondary English spoken and Sign Language interpreters who possess national certification or are certified by the National Registry of Interpreters for the Deaf (RID) at the Advanced Level. See attached pricing sheet.

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4) NTE

OPTION Short-notice charge
FFP
One-time fee paid for services requisitioned with fewer than 5 business days notice. See attached pricing sheet.

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001			Dollars, U.S.		NTE

OPTION Sign Language Interpreters
FFP
Provide on-site primary and secondary English spoken and Sign Language interpreters who possess national certification or are certified by the National Registry of Interpreters for the Deaf (RID) at the Advanced Level. See attached pricing sheet.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002			Dollars, U.S.		\$0.00 NTE

OPTION Short-notice charge
FFP
One-time fee paid for services requisitioned with fewer than 5 business days notice. See attached pricing sheet.

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001			Dollars, U.S.		\$0.00 NTE

OPTION Sign Language Interpreters
FFP
Provide on-site primary and secondary English spoken and Sign Language interpreters who possess national certification or are certified by the National Registry of Interpreters for the Deaf (RID) at the Advanced Level. See attached pricing sheet.

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002			Dollars, U.S.		\$0.00 NTE

OPTION Short-notice charge
FFP
One-time fee paid for services requisitioned with fewer than 5 business days notice. See attached pricing sheet.

NET AMT	\$0.00
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CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT \$170.00	MAXIMUM QUANTITY	MAXIMUM AMOUNT \$5,000,000.00
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CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	1.00			(b)(4)
0002	1.00			
1001	1.00			
1002	1.00			
2001	1.00			
2002	1.00			
3001	1.00			
3002	1.00			
4001	1.00			
4002	1.00			

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
1001		\$		\$
1002		\$		\$
2001		\$		\$
2002		\$		\$
3001		\$		\$
3002		\$		\$
4001		\$		\$
4002		\$		\$

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-SEP-2010 TO 31-AUG-2011	N/A	WHS/HUMAN RESOURCES DIRECTORATE CARLTON DREW POLK BUILDING, SUITE 4000 2521 SOUTH CLARK STREET ARLINGTON VA 22202 703-604-6786 FOB: Destination	HQ0064
0002	POP 01-SEP-2010 TO 31-AUG-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
1001	POP 01-SEP-2011 TO 31-AUG-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
1002	POP 01-SEP-2011 TO 31-AUG-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
2001	POP 01-SEP-2012 TO 31-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064

2002	POP 01-SEP-2012 TO 31-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
3001	POP 01-SEP-2013 TO 31-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
3002	POP 01-SEP-2013 TO 31-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
4001	POP 01-SEP-2014 TO 31-AUG-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064
4002	POP 01-SEP-2014 TO 31-AUG-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0064

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-8 (DEV)	Utilization of Small Business Concerns (DEVIATION)	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009

52.223-6	Drug-Free Workplace	MAY 2001
52.223-16 Alt I	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 200&0 Alternate I	DEC 2007
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7023	Continuation of Essential Contractor Services	MAR 2010
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the contract officer and shall not be binding until so approved.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2009)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 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 (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (6) 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) (15 U.S.C. 657a).

___ (7) [Reserved].

___ (8)(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.
- ☐ (9)(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.
- ☐ (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (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.
- ☐ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ☐ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (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.
- ☐ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ☐ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ☒ (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ☒ (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

- ☒ (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☐ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ☒ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ☒ (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☐ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ☐ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ☐ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)
- ☐ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☐ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ☐ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ☐ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 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))

___ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) 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.)

___x___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (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) (SEP 2009) (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 (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) 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)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2009) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the 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 the 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 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.

(b)(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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) 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 01 Jul 2010 through 30 Jun 2015.

(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 2 hours, 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 2 hours;

(2) Any order for a combination of items in excess of 104,000 hours; 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)

52.216-20 DEFINITE QUANTITY. (OCT 1995)

(a) This is a definite-quantity, indefinite-delivery contract for the supplies or services specified, and effective for the period stated, in the Schedule.

(b) The Government shall order the quantity of supplies or services specified in the Schedule, and the Contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause and the Schedule.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that time 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 30 Jun 2015.

(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 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstocips/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

<http://www.dol.gov>

(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 _____. 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 _____, 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)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2010) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5) (JUL 2010) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417)
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.232-7001 DISPOSITION OF PAYMENTS (DEC 1991)

Payment will be by a dual payee Treasury check made payable to the contractor or the _____ and will be forwarded to that disbursing office for appropriate disposition.

(End of clause)

CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MARCH 2007)

The COR is a representative for the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and statement of work (SOW)/statement of objectives (SOO) as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

The COR is NOT authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract (or task/delivery order). No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or written modification to the contract (or task/delivery order). The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

If the Contracting Officer has designated an Alternate COR (ACOR), the ACOR may act only in the absence of the COR (due to such reasons as leave, official travel, or other reasons for which the COR is expected to be gone and not readily accessible for the day).

COR authority IS NOT delegable.

WHS A&PO WAWF INVOICING INSTRUCTIONS (Mar 2009)

To implement DFARS 252.232-7003, "Electronic Submission of Payment Requests and Receiving Reports (March 2008)", Washington Headquarters Services, Acquisition & Procurement Office (WHS A&PO) utilizes WAWF to electronically process vendor requests for payment. The web based system is located at <https://wawf.eb.mil>, and allows government contractors and authorized Department of Defense (DOD) personnel to generate, capture, process and track invoice and acceptance documentation electronically. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) is no longer permitted.

The contractor shall ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at <http://www.ccr.gov/> and register to use WAWF at <https://wawf.eb.mil> within ten (10) days after award of the contract or modification incorporating WAWF into the contract. Step by step instructions to register are available at <http://wawf.eb.mil>.

The contractor is directed to select from the following invoice types:

- 2-n-1 - if invoicing for Services Only
- Combo - if invoicing for Supplies Only

Combo - if invoicing for a combination of Supplies and Services

Cost Voucher - if invoicing for Cost Type/Reimbursable Contracts

****Cost Vouchers are only used when contracts/orders require invoices be sent to DCAA for approval.**

Grant and Cooperative Agreement Voucher – if requesting payment for a Grant or Cooperative Agreement

Back up documentation may be attached to the invoice in WAWF under the “Misc Info” tab.

Fill in all applicable information under each tab.

The following required information should automatically populate in WAWF; if it does not populate, or does not populate correctly, enter the following information:

Contract Number	HQ0034-10-D-0011
Delivery Order	
Pay DoDAAC	HQ0338
Issue By DoDAAC	HQ0034
Admin By DoDAAC	HQ0034
Inspect By DoDAAC/Extension	
Service Acceptor DODAAC/Extension <u>or</u> Ship to DODAAC/Extension <u>or</u> Service Approver DODAAC/Extension <u>or</u> Grant Approver DODAAC/Extension	HQ0064
DCAA Auditor DODAAC/Extension	
LPO DODAAC	Leave Blank

The Contractor shall verify that the DoDAACs automatically populated by the WAWF system match the above information. If these DoDAACs do not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies).

The Contractor will need to enter a Shipment (or Voucher) Number in a specific format.

- The correct format for a shipment number for MOCAS invoices is AAAXNNN where A = alpha, X = alphanumeric and N = numeric characters, followed by a “Z” suffix if it is a final invoice. (e.g. SER0001, BVN0002Z, SERA003)
- WAWF will affix the prefix “SER” for 2-in-1 invoices and prefix “BVN” for cost vouchers to the Shipment (or Voucher) Number fields. For Combo documents, the contractor may enter their own three letter prefixes.

Take special care when entering Line Item information . The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

- Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number

(SLIN) (e.g. -- 0001AA) or Informational SLIN (e.g. -- 000101), otherwise use the 4 character CLIN (e.g. -- 0001).

- Unit Price
- Unit of Measure
- ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

Note – DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY CLIN/SLIN/ACRN.

Before closing out of an invoice session in WAWF but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the following email address leanne.condren@whs.mil in the first email address block and the COR, Carlton Drew, alfred.bell@whs.mil in the following blocks. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF system.

If you have any questions regarding WAWF, please contact the WAWF Help Desk at 1-866-618-5988.

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	TCS Price List1	3	17-AUG-2010

LOCAL CLAUSES

00800-11: PROTECTION OF EXISTING EQUIPMENT (ON SITE)

Contractor is responsible for providing adequate protection for the job site and the occupants while performing under a contract. Equipment that is to remain in place within the area of contract operations shall be covered and protected against damage or loss. Equipment which is removed in performance of work under the contract shall be stored on the premises where directed or shall be reused in work required by the specifications. Security for equipment or material that is to be reused and is removed for temporary storage shall be the sole responsibility of the contractor.

MAINTENANCE OF ACCESS

The Contractor shall not block passage through sidewalks, roads, alleys or other entranceways to the building during performance of work under this contract.

DOD BUILDING PASS ISSUANCE

(a) All personnel employed by a civilian commercial firm to perform work whose activity at any time requires passage into Government-occupied portions of the Pentagon or any other DoD facility on or off the Pentagon Reservation, shall be required to obtain a Temporary Department of Defense (DoD) Building Pass/Access Card.

(b) The Contractor shall be responsible for having each employee requiring a Temporary DoD Building Pass/Access Card prepare the necessary applications, advising personnel of their obligations, filing the applications with the Contracting Officer, maintaining personnel files and re-filing applications for personnel in the event that clearances must later be extended. Personnel requiring a Temporary DoD Building Pass/Access Card must be either a citizen of the United States of America (USA) or a foreign national authorized to work in the USA under federal immigration and naturalization laws.

(c) The Government will issue DoD building passes to eligible persons upon the completion of a National Criminal Information Check (NCIC) or National Agency Check (NAC). This is a search of the nationwide computerized information system established as a service to all criminal justice agencies. Processing of completed applications for initial pass issuance or renewal of existing passes will require three to five working days. Contractor employees will be given a pass for the period of performance of the contract, not to exceed one year.

☐ (d) Personnel whose activity does not require them to enter the Pentagon or other access controlled areas, or whose activity within the Pentagon is limited to construction areas prior to the stripping of structural concrete formwork, will not be required to obtain a Pentagon Building Pass. However, they shall display at all times while on the Pentagon Reservation an approved identification badge as described above in the paragraph entitled "Identification of Employees". Personnel whose activity within the Pentagon follows the stripping of structural concrete formwork shall be required to obtain a Temporary DoD Building Pass/Access Card.

Badging Process and Time Limits for Badge Pick Up

Badges

The Government will provide the necessary forms for contractor badging. Once the contractor fills out and returns one form for each person for whom it wants building access the information will be put into the Pentagon's NCIC and NAC systems for background checks. This process may take up to three days. Any non-U.S. citizen must have a work visa and must provide that visa number and expiration date.

The Government will contact the contractor, via telephone or e-mail, when its employees may come to the Pentagon to pick up badges. The Government will inform the contractor which submitted applications were accepted and which were rejected. The Government will not have access to rejection reasons for any application.

Each contract employee **must** bring two forms of identification with him or her. One identification must have the bearer's social security number (such as a social security card) and the other must be a picture identification (such as a driver's license).

Each contract employee has **seven days** from the date of notification by the Government to pick up his/her badge. Badges must be picked up within this time frame or the process will have to be started over.

(End of Clause)

OCI/PCI/NDA CLAUSE

Organizational Conflict of Interest

The term "Organizational Conflict of Interest" means that the Contractor (which term hereinafter shall be deemed to include its chief executives, directors, any consultants, or subcontractors utilized under this contract other than a vendor selling incidental material) has interests which (i) may diminish its capacity to give impartial, technically sound, objective assistance and advice in performing this contract, (ii) may otherwise result in a biased work product under this contract, or (iii) may result in an unfair competitive advantage to itself or others.

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

- * Information which, at the time of receipt by the Contractor, is in the public domain;
- * Information which is published or becomes part of the public domain through no fault of the Contractor;
- * Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- * Information, which the Contractor can demonstrate, was received by it from a third party that did not require the Contractor to hold it in confidence.

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

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

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

In the event the contractor was aware of an OCI prior to award and did not disclose that OCI to the Government before award, the Government may, at the Government's discretion cancel this contract without further liability or exercise its right to terminate the contract.

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

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

The Contractor agrees that during performance of the contract for a period of twelve (12) months after the completion of performance of the applicable contract, the Contractor, including all divisions thereof, and any affiliate of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the contractor, shall not:

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

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

Personal Conflict Of Interest

The term "Personal Conflict of Interest" means that a Contractor employee assigned to a Task order has interests which (i) may diminish his/her capacity to give impartial, technically sound, objective assistance and advice in performing that Task order, (ii) may otherwise result in a biased work product under that Task order, or (iii) may result in an unfair competitive advantage.

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

- (a) that will have a direct and predictable effect on the financial interests of that employee, his/her spouse or minor child, or organization in which he/she serves as officer, director, trustee, general partner or employee;
- (b) that will have a direct and predictable effect on the financial interests of or any person or organization with whom he/she is negotiating or has an arrangement concerning prospective employment; or
- (c) may otherwise cause a reasonable person to question his/her impartiality.

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

In the event that the Contractor was aware of an employee's financial conflict of interest prior to award of this contract and did not disclose the conflict to the Contracting Officer or becomes aware of an employee's financial conflict of interest after award of this contract and does not disclose the conflict and the steps taken by contractor to neutralize the conflict, the Government may terminate the contract.

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

Non Disclosure Agreement

Separate and apart from its responsibilities under the above OCI and PCI clauses, Contractor acknowledges and agrees that during contract performance Contractor may have access too or routinely come into contact with documents of a sensitive nature including, but not limited to, planning, programming, budgeting or execution (PPBE) information, classified information, Privacy Act-protected information or proprietary data of a third party, leases, internal

memoranda and correspondence and a wide variety of other documents and information that must be safeguarded from disclosure (hereinafter "sensitive documents and information").

Contractor agrees that, as a condition of performing services to the Federal government under this contract, and except for those persons within the Contractor's organization or the Government directly concerned with the performance of the contract, Contractor will not disclose, or cause to be disclosed, any sensitive documents or information without the prior written consent of the Contracting Officer. Contractor further agrees that such sensitive documents and information will be safeguarded in accordance with Federal law and regulations and Contractor's best commercial practices. Contractor agrees that it has an affirmative duty to determine whether a documents or information is sensitive and not subject to public release before releasing or disclosing it to any person or organization. Contractor understands and agrees that a failure to adequately safeguard such sensitive documents and information may result in termination of the above contract, civil liability, or criminal charges and penalties.

Contractor further understands and agrees that the duty to safeguard sensitive documents and information under this contract is a continuing obligation that is not terminated or otherwise modified by contract expiration or termination. Contractor further agrees that it will return all sensitive documents or information in its possession to the Federal Government or otherwise destroy the information with the Government's written consent upon expiration or termination of this contract.

Contractor further agrees to include this clause in any subcontracts, employment contracts or subcontracts that it may execute in connection with performing this contract and to further execute and require its employees, consultants and subcontractor employees to execute such separate Non Disclosure Agreements required by the Contracting officer that are consistent with this clause.

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

SPECIAL CONTRACT REQUIREMENT
SPECIAL CONTRACT REQUIREMENTS

IDENTIFICATION OF EMPLOYEES

All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government officials. All documents or reports produced by the Contractor shall be marked as contractor products or otherwise indicate that contractor participation is disclosed.

(End of Clause)

PWS

PWS

THIS IS A 100% SET ASIDE FOR SMALL BUSINESSES

PERFORMANCE WORK STATEMENT FOR INTERPRETER SERVICES FOR DEAF OR
HARD OF HEARING FEDERAL EMPLOYEES SUPPORT INDEFINITE DELIVERY
INDEFINITE QUANTITY

1.0 Introduction

1.1 Type of Contract. The government anticipates award of a firm-fixed price Indefinite Delivery/Indefinite Quantity (IDIQ) contract with a primary awardee (or awardees) identified.

The purpose of this Single Award (possible multiple award) IDIQ is to obtain support for sign language interpreter services for the Deaf and Hard of Hearing Federal Employees efforts within the Washington Headquarters Services DoD, DA&M and Washington Headquarters Services (WHS). The primary objective of this support is to assist DoD/DA&M/WHS clients in the use of interpreter services as they function in their day-to-day jobs. This IDIQ provides for the award of individual orders, defined hereinafter as "Task Orders," to assist with the accomplishment of these efforts.

The Government intends to award a single contract; however, the Government reserves the right to award to multiple vendors if it is deemed to be within the best interests of the government.

1.1.1 Post-Award Conference. If a post-award conference is deemed necessary, the contractor shall attend any post-award conference convened by the contracting activity or contract administration office.

1.1.2 Contracting Officer Representative (COR). Unless otherwise stated at the task order level, the COR for each requirement will be Carlton Drew.

1.2 Term and Capacity of IDIQ. The IDIQ will have a performance period of twelve (12) months after date of award with four (4) twelve (12) month option periods. The combined value of all task orders issued under this IDIQ will not exceed \$5,000,000.00 for the base year plus four (4) option years. Should the combined value of all task orders issued under this IDIQ reach \$5,000,000.00 at any time during the period of performance, no additional task orders will be issued.

The guaranteed minimum established will be \$100,000.00

1.3 Issuance of Task Orders. Task Orders will be solicited from the awardee of the IDIQ in accordance with FAR 12.6 and procedures described herein. WHS will utilize task order procedures that include a statement of work (SOW) and pricing requirements that will be established when the IDIQ is awarded. Upon issuing a task order, the IDIQ holder will typically have two (2) to five (5) business days, though occasionally only one (1) business day, to provide the requested sign language interpretation service. Evaluation criteria will typically include the interpreter's required level of certification for the required tasks to be accomplished, and/or a Capabilities and Experience Statement for the personnel proposed. A task order will be issued based on pricing established in this IDIQ.

2.0 Background

Washington Headquarters Services (WHS) shall provide interpreting services to meet the needs of Deaf or Hard of Hearing federal employees in the Office of the Secretary of Defense, WHS and WHS-serviced organizations. WHS is the DoD Field Activity that provides a broad variety of operational and support services to the Office of the Secretary of Defense (OSD), specified DoD Components, selected other federal government activities and the general public. Such support includes acquisition and procurement, financial management and accounting services, directives and records management, civilian and military human resource management, personnel security services, information technology and data systems support, facilities management, office services, physical and information security services, law enforcement and protection and legal services. WHS provides a wide range of Administrative and Operational services that enable Department of Defense components and the Office of the Secretary of Defense (OSD) accomplish their shared mission of supporting the Secretary of Defense. WHS has a need to acquire interpreting services to meet the needs of Deaf or Hard of Hearing federal employees in OSD, WHS and WHS-serviced organizations.

3.0 Performance Work Statement

3.1 The contractor will provide services in the following areas on an on-going basis;

Sign Language interpreters: The contractor must have the ability to 1) voice interpret when a Deaf or Hard of Hearing person's speech is not easily understood; 2) imitate nuances, tone information, inflection and the spirit of the speaker's voice to enable the Deaf or Hard of Hearing person to fully receive messages; 3) interpret and maintain confidentiality of personal sessions of a sensitive nature; possess comprehensive knowledge of the use of the English vocabulary including the ability to read well and articulate clearly; 4) interpret phone calls (including use of the Telecommunications Device for the Deaf (TDD) and other forms of specialized or computerized communications; 5) select, highlight, and abstract with context when dealing with complicated concepts, idioms, etc.; 6) professionally interact and effectively interpret for all OSD-service organizations Deaf or Hard of Hearing employees; and 7) transliterate orally and in both sign-to-voice and voice-to-sign situations

Must possess national certification or are certified by the National Registry of Interpreters for the Deaf (RID). **Minimum level of certification (RID) accepted is Certified Generalist.** If contractor's proposed personnel do not have this certification proposal will not be accepted for consideration.

Interpreters will not be required to operate or possess TDD at home.

3.1.2 Additional Interpreter Services: In addition to the scheduled interpreter service referred to above, there is also periodic need for additional interpreters to assist at training, conferences, or meetings where two or more interpreters are needed to provide continuous and adequate interpreting services/support.

4.0 Deliverables (Task Order Deliverables)

4.1 Interpreters: All interpreter(s) will be expected to perform duties in accordance with commercial standards.

4.2. Problems encountered: Identify any problems, issues or delays and recommendations as to their resolution, and any corrective action that was taken to correct identified problems.

4.2.1 Cancellations: Award will comply with accepted industry standard of providing 2 business day notice for necessary cancellations.

Compensation may be awarded if cancellation does not meet 2 business day notice. See "Instructions to Offerors" below.

4.2.2 Strategy revisions: recommended changes to include any lessons learned

4.3 Deliverable Table

Reference	Milestone/Deliverable	Responsibility
4.3.1	Interpreter within five (5) business days	Contractor
4.3.2	Interpreter within four (4) business days	Contractor
4.3.3	Interpreter within three (3) business days	Contractor
4.3.4	Interpreter within two (2) business days	Contractor

4.4 Interpreter Requests: Each request for interpreter(s) will be made on a separate task order and will be paid only for the specific time worked. Each request will honor the industry standard of a minimum two-hour charge.

4.5 Inspection and Acceptance Criteria Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the COR.

4.5.1 General Acceptance Criteria General quality measures, as set forth below, will be applied to each work product received from the contractor under each task.

4.5.1.1 Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to the customer's accepted elements of style.

4.5.1.2 Clarity - Work Products shall be clear and concise.

4.5.1.3 Consistency to Requirements - All work products must satisfy the requirements of the IDIQ's statement of work.

Performance Requirements Summary

THE CONTRACTOR SERVICE REQUIREMENTS ARE SUMMARIZED INTO PERFORMANCE OBJECTIVES THAT RELATE DIRECTLY TO MISSION ESSENTIAL ITEMS. THE PERFORMANCE THRESHOLD BRIEFLY DESCRIBES THE MINIMUM ACCEPTABLE LEVELS OF SERVICE REQUIRED FOR EACH REQUIREMENT. THESE THRESHOLDS ARE CRITICAL TO MISSION SUCCESS.

Task Performance Objectives	Performance Standard	Schedule	Method of Surveillance	Incentives/ Disincentives
PRS #1 The contractor shall provide interpreters with necessary and up-to-date certifications and qualifications. Section 4.1	Deliverable shall describe the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule requirements for assigned efforts; shall detail the key activities and allocation of staff	Within task order's specified number of calendar days for needed service.	100% COR Review	More than two (2) unsatisfactory tasks in any base or option-year POP will adversely impact future past performance ratings.

and other
resources
necessary for
successful
completion of
assigned efforts.

Deliverable shall
be accurate in
presentation,
technical content,
and adherence to
accepted
elements of style;
shall be clear and
concise,
understandable
and relevant to
the supporting
narrative; must
satisfy the
requirements of
this statement of
work.

5.0 Place of Performance

The place of performance shall be designated on each task order by the Contracting Officer (CO).

All work on this IDIQ will be performed in a government provided facility. Some work is anticipated to be performed at facilities located on the Pentagon Reservation in Arlington, Virginia. The Pentagon Reservation includes the Pentagon, Federal Office Building #2, the Heating & Refrigeration Plant and the Remote Delivery Facility. The majority of services of this IDIQ is anticipated to be performed at other federally owned buildings; namely, other WHS locations within the National Capital Region (NCR) that are leased by government tenants. These are not the only buildings where work may be required, but will be the primary locations of work. All work is primarily located in the NCR, however if work outside the NCR is necessary it will be addressed in the task order and appropriate travel costs will be included.

6.0 Government Furnished Equipment

The government will furnish all office space and equipment including computer, printer, fax, copy, telephone and other office equipment necessary to fulfill the contract. *All data will be stored/processed on government owned equipment only.* The contractor may not use personal or company-owned assets to store or process data on this contract.

7.0 Security Requirements

Some Contract personnel assigned to this contract must possess a DOD secret security clearance or be able to obtain one within 30 days after the contractor personnel submits the security form. Security Clearance needs will be determined on a task order by task order basis. The clearance must be maintained during the performance of the contract. Washington Headquarters Services HRD will sponsor the IDIQ awardee if necessary.

Task orders will have the potential to require an interpreter who will work in a classified setting. Vendors will need to have an interpreter on staff who can fulfill the duties for classified information if it is necessary for that task order.

All Security Classification Guidance is provided on DD Form 254, Department of Defense Contract Security Classification Specification (hereafter referred to as the DD 254). Any changes or additional security classification guidance shall be provided to the Contractor in writing, through updates and modifications to the DD 254. Prior to assignment of Contractor employees to this project, the Contractor's FSO shall submit clearance validation through use of a Visit Authorization Request (VAR) for each employee, in accordance with DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM) to the designated security representative. Changes in the clearance status of Contractor employees shall be forwarded in writing to the Contracting Officer and the designated security representative.

The purpose of a security clearance is to determine whether a DoD employee or a person with affiliation is able and willing to safeguard classified national security information or perform sensitive duties, based on his or her loyalty, character, trustworthiness, and reliability. In order to obtain and retain a security clearance, the employee is expected to comply with high standards of conduct for persons holding positions of trust. These standards are set by Executive Order 12968 and direct that only individuals "whose personal and professional history affirmatively indicates loyalty to the United States, strength of character, trustworthiness, honesty, reliability, discretion, and sound judgment, as well as freedom from conflicting allegiances and potential for coercion, and willingness and ability to abide by regulations governing the use, handling, and protection of classified information" are granted access to classified information or occupy sensitive positions. The ultimate determination of whether the granting or continuation of eligibility for a security clearance must be clearly consistent with the interests of national security relative to established guidelines/criteria as determined by trained DoD adjudicators. These guidelines/criteria involve: allegiance to the United States; foreign influence; foreign preference; sexual behavior; personal conduct financial considerations; alcohol consumption; drug involvement; emotional, mental and personality disorders; criminal conduct; security violations; outside employment or activities and misuse of information technology systems.

8.0 Contractor Interfaces

The Contractor and/or his subcontractors may be required as part of the performance of this effort to work with other Contractors working for the Government. Such other Contractors shall not direct this Contractor and/or their subcontractors in any manner. Also, this Contractor and/or their subcontractors shall not direct the work of other Contractors in any manner.

The Government shall establish an initial contact between the Contractor and other Contractors and shall participate in an initial meeting at which the conventions for the scheduling and conduct of future meetings/contacts will be established. Any Contracting Officer's Technical Representatives (COR) of other efforts shall be included in any establishment of conventions.

9.0 Disclosure of Information

No data provided to, or developed by, the contractor shall be used for any purpose other than the tasks assigned. All information (data files and hard copy) becomes the property of the Government and the contractor shall return said documents at the completion of the tasks. Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. All materials provided to the Contractor by the Government and their results, conclusions, and recommendations obtained thereof should be considered confidential in nature and treated with the appropriate level of respect and confidentiality.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

Each contractor employee may be required to sign a non-disclosure agreement upon arrival at government or training site.

10.0 Limited Use of Data

Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval of the Contracting Officer (CO). The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides for greater rights to the contractor.

11.0 Hours of Work

Contractor personnel are expected to conform to normal operating hours. The contractor shall provide the required services at times determined by the HRD or HRD clients serviced by the

contractor, with the exception of Federal Government holidays, with an allowance for a 30 minute lunch period each day.

In accordance with Administrative Instruction 28 (DOD Issuances) – “Overtime, administrative Workweek, and Prescribed Hours of Duty for Civilian Employees” 4.4. The regularly scheduled administrative workweek for full-time personnel is a 40-hour basic workweek consisting of 5, 8-hour, consecutive days, Monday through Friday. The prescribed hours of duty are 8:30 a.m. to 5:00 p.m., including a 30-minute lunch break. (The lunch break normally is taken between 11:00 a.m. and 2:00 p.m. at the discretion of the supervisor). The lunch break is the only authorized deviation in the official workday unless otherwise authorized by a negotiated agreement.

Vendors must comply with above stated regulations regarding duty hours and breaks.

12.0 Travel.

All travel plans and arrangements shall be authorized and approved by HRD prior to the commencement of travel. The government will only reimburse the contractor for actual and reasonable travel expenses associated with providing services outside the Washington, D.C. Metropolitan Area. Travel will be conducted and paid in accordance with the Federal Acquisition Regulations (FAR) Part 31.205-46. The contractor will include itemized travel costs in the invoice.

13.0 Government Holidays

The following Government holidays are normally observed by Government personnel: New Years Day, Martin Luther King’s Birthday, Presidential Inauguration Day (metropolitan DC area only), President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation, or any other kind of administrative leave such as unexpected government closures.

14.0 Payment for Unauthorized Work

No payment will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

15.0 Contractor Personnel

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as subcontractor efforts used in performance of this effort. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the statement of work. Contractor employee qualifications submitted for employees assigned to perform under this statement of work shall contain documented experience directly applicable to the functions to be performed. Further, these prior work experiences shall be specific and of

sufficient variety and duration that the employee is able to effectively and efficiently perform the functions assigned.

15.1 Contractor Employees Contractor personnel shall present a neat appearance and be easily recognized as contractor employees by wearing a Security Identification Badge at all times while on Government premises. When Contractor personnel attend meetings, answer phones, and work in other situations where their status is not obvious to third parties they must identify themselves as such to avoid creating the impression that they are government employees. All Contractor personnel assigned to this contract must be able to read, write, speak and understand English.

16.0 Physical Security

The contractor shall be responsible for safeguarding all government property provided for contractor use. At the end of normal duty hours and/or after normal duty hours, all government facilities, equipment and materials must be secured.

16.1 Access Controls The contractor shall establish and implement methods of making sure all keys/access cards issued to the contractor by the government are not lost or misplaced and are not used by unauthorized persons. The contractor shall not duplicate any keys/access cards issued by the government. The contractor shall immediately report to the COR any occurrences of lost or duplicated keys/access cards.

In the event keys/access cards, other than master keys, are lost or duplicated, the contractor may be required, upon written direction of the COR, to re-key or replace the affected lock or locks at no cost to the government. The government may, however, at its option, replace the affected lock or locks or perform re-keying and deduct the cost of such from the monthly payment due the contractor. If a master key is lost or duplicated, the government must replace all locks and keys for that system and the total cost deducted from the monthly payment due the contractor.

The contractor must prohibit the use of keys/access cards issued by the government by any persons other than the contractor's employees. Opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in performance of work requirements in those areas is prohibited.

16.2 Removal and/or Bar from Worksite. The Government reserves the right to remove and/or bar any contractor employee(s) from an order worksite. The contractor shall be responsible for all costs related to replacement of the employee(s) identified for removal and may be barred from future participation in this contract.

SOW

STATEMENT OF WORK

Interpreter Services for Deaf or
Hard of Hearing Federal Employees

This Statement of Work describes the Washington Headquarters Services (WHS) need to provide interpreting services to meet the needs of Deaf or Hard of Hearing federal employees in the Office of the Secretary of Defense, WHS and WHS-serviced organizations.

(b) Introduction

WHS is the DoD Field Activity that provides a broad variety of operational and support services to the Office of the Secretary of Defense (OSD), specified DoD Components, selected other federal government activities and the general public. Such support includes acquisition and procurement, financial management and accounting services, directives and records management, civilian and military human resource management, personnel security services, information technology and data systems support, facilities management, office services, physical and information security services, law enforcement and protection and legal services.

(c) Background

WHS provides a wide range of Administrative and Operational services that enable Department of Defense components and the Office of the Secretary of Defense (OSD) accomplish their shared mission of supporting the Secretary of Defense. WHS has a need to acquire interpreting services to meet the needs of Deaf or Hard of Hearing federal employees in the following organizations:

- 252 OUSD (Policy)
- 253 OUSD (Comptroller)
- 254 OUSD (Personnel and Readiness)
- 255 OUSD (Acquisition, Technology and Logistics)
- 256 OUSD (Intelligence)
- 257 ASD (Networks and Information Integration)
- 258 ASD (Health Affairs)
- 259 Deputy Chief Management Officer
- 260 DoD General Counsel
- 261 Director, Administration and Management
- 262 Pentagon Force Protection Agency
- 263 Defense Security Cooperation Agency
- 264 Defense Advanced Research Projects Agency
- 265 Defense Legal Services Agency
- 266 Office of Economic Adjustment
- 267 DoD Test Resource Management Center
- 268 Defense Technology Security Administration
- 269 Defense POW/MIA

270 Washington Headquarters Services

(d) **Scope of Work**

The Government anticipates issuing a single award Indefinite Delivery Indefinite Quantity contract but reserves the right to award to multiple vendors. In the event that WHS awards multiple contracts under this solicitation, assignment of work will be made by individual task orders.

252 The Contractor must:

252.204 Provide on-site primary and secondary English spoken and Sign Language interpreters who possess national certification or are certified by the National Registry of Interpreters for the Deaf (RID) at the Advanced Level. If contractor's proposed personnel do not have this certification proposal will not be accepted for consideration. The following skills and abilities are required of all Sign Language Interpreters under this contract:

252.204-7007 Ability to keep pace with normal conversation in conferences, meetings, seminars, training courses, interviews, and public speaking events;

252.204-7008 Ability to voice interpret when a Deaf or Hard of Hearing person's speech is not easily understood;

252.204-7009 Ability to imitate nuances, tone information, inflection and the spirit of the speaker's voice to enable the Deaf or Hard of Hearing person to fully receive messages;

252.204-7010 The ability to interpret and maintain confidentiality of personal sessions of a sensitive nature;

252.204-7011 Comprehensive knowledge of the use of the English vocabulary including the ability to read well and articulate clearly;

252.204-7012 The ability to interpret phone calls; use the Telecommunications Device for the Deaf (TDD), and other forms of specialized or computerized communications; and,

252.204-7013 Ability to select, highlight and abstract with context when dealing with complicated concepts, idioms, etc.

253 The Interpreters must:

253.204 Be approved by WHS' Reasonable Accommodation Coordinator or his/her designee, based upon some or all of the following criteria:

253.204-7007 Minimum of five years professional experience in a professional interpreting job and proficiency in sign-to-voice and voice-to sign transliteration.

253.204-7008 Substantive experience transliterating American Sign Language and Pidgin Sign English (PSE) and Oral Transliteration.

253.204-7009 Demonstrated ability to professionally interact and effectively interpret for all WHS-serviced organizations Deaf or Hard of Hearing employees.

253.204-7010 Work Schedule and Location

253.205 Working hours will generally be 0830 to 1700 including a non-paid 30-minute lunch break. Services can range from a 30 minute meeting or discussion to a training course lasting several days. Services will not be required on an eight hour basis each day, but as needed. This schedule is exclusive of holidays, unless otherwise requested by the COR. The hours for the primary interpreter are expected to occur on-site in any of the WHS-serviced organizations located in the National Capital Region.

254 Lead Time

254.204 The requiring office will attempt to up to five (5) business days notice for each task order. However, there will be instances where four (4) days, three (3) days, two (2) days, notice will be given.

255 Additional Interpreter Services

255.204 In addition to the scheduled interpreter service referred to above, there is also periodic need for additional interpreters to assist at training, conferences, or meetings where two or more interpreters are needed to provide continuous and adequate interpreting services/support. These services will be evaluated and awarded on case by case bases.