

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. GS10F-0112L	2. DELIVERY ORDER/ CALL NO. HQ0013-08-F-0028	3. DATE OF ORDER/CALL (YYYYMMDD) 2008 Apr 21	4. REQ./ PURCH. REQUEST NO.	5. PRIORITY
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6. ISSUED BY DEFENSE SECURITY COOPERATION AGENCY-CON JAMES WASHINGTON 201 12TH STREET, SOUTH SUITE 203 ARLINGTON VA 22202	CODE HQ0013	7. ADMINISTERED BY (if other than 6) <b style="text-align: center;">SEE ITEM 6	CODE	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR NETWORK ENGINEERING, INC MELTON HARPER 2041 MARTIN LUTHER KING JR AVE SE WASHINGTON DC 20020-7024	CODE OZK37	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
			12. DISCOUNT TERMS	
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15				

14. SHIP TO <b style="text-align: center;">SEE SCHEDULE	CODE	15. PAYMENT WILL BE MADE BY DFAS-JAXBG/IN COLUMN 113E, CUBE 64 8899 EAST 56TH ST. INDIANAPOLIS IN 46249	CODE HQ0105	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE	<input type="checkbox"/>	Reference your quote dated Furnish the following on terms specified herein. REF:

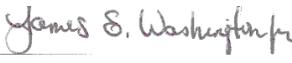
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE

See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
SEE SCHEDULE					

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: 703-604-6566 EMAIL: james.washington@dscsa.mil BY: JAMES WASHINGTON	 CONTRACTING / ORDERING OFFICER	25. TOTAL	\$79,524.00
			26. DIFFERENCES	

27a. QUANTITY IN COLUMN 20 HAS BEEN
 INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS	
f. TELEPHONE NUMBER	g. E-MAIL ADDRESS		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY
36. I certify this account is correct and proper for payment.			33. AMOUNT VERIFIED CORRECT FOR	

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER	35. BILL OF LADING NO.
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37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Administrative Support (Executive Level) FFP Administrative Support (Executive Level) FOB: Destination	1,880	Hours	\$42.30	\$79,524.00
NET AMT					\$79,524.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Administrative Support (Executive Level) FFP Administrative Support (Executive Level) FOB: Destination	1,880	Hours	\$43.78	\$82,306.40
NET AMT					\$82,306.40

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Administrative Support (Executive Level) FFP Administrative Support (Executive Level) FOB: Destination	1,880	Hours	\$45.31	\$85,182.80
NET AMT					\$85,182.80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		1,880	Hours	\$46.90	\$88,172.00
OPTION	Administrative Support (Executive Level) FFP Administrative Support (Executive Level) FOB: Destination				
					<hr/>
NET AMT					\$88,172.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		1,880	Hours	\$48.54	\$91,255.20
OPTION	Administrative Support (Executive Level) FFP Administrative Support (Executive Level) FOB: Destination				
					<hr/>
NET AMT					\$91,255.20

Section C - Descriptions and Specifications

PWS

**Performance Based Work Statement (PWS)
Administrative Support (Executive Level)
For
Defense Security Cooperation Agency (DSCA)**

1.0 Relevant Background.

The Defense Security Cooperation Agency (DSCA) has program responsibilities for sales of defense articles and services as well as, transfers of equipment and services to international customers.

1.1 Objective.

The objective is to secure a qualified professional to perform administrative duties for the Director and Deputy Director of DSCA. Responsibilities may include screening calls and escorting visitors, making meeting and travel arrangements, preparing reports, training other support staff, correspondence and mail management and customer relations. This position requires strong computer and Internet research skills. This position calls for flexibility, excellent interpersonal skills, project coordination experience, and the ability to work well with all levels of internal management, staff and DoD counterparts, as well as outside clients and industry representatives.

1.2 Scope.

The scope of this delivery order encompasses all personnel and activities to meet the objective.

1.3 Performance Requirements.

Each performance requirement may contain the three elements below. In each case, the elements taken together constitute a performance requirement.

Performance Objectives-are statements of the outcome or results expected of the contractor. Performance objectives specify what is to be done; they do not specify how it is to be done.

Performance Standards-are the targeted levels of required acceptable performance for determining the accomplishment of specific performance objectives.

Performance Measures-are the methods to be used by the Government to monitor or assess how well the contractor performs objectives.

Use of Performance Measures and Standards

Not every performance objective in this solicitation has a related performance standard or measure. However, every performance objective is a contractual requirement. For those performance objectives that do not specify a performance standard or measure, the standard or measure is inferred to be in accordance with standard commercial practices (that is, substantially complies with customary trade practice). When

specified, performance standards and measures may be used to achieve a variety of goals, including the collection of data to test the practicality of a performance standard, the identification of a performance standard of less than 100 percent compliance, emphasis on the most critical performance objectives, the collection of data to support quality assurance and remedies (including the evaluation of past performance and for discussions at appropriate meetings), and other similar goals.

Qualifications for Administrative Support (Executive Level)

Bachelor's degree in a relevant field and 1-2 years of executive level administrative work experience or a minimum of 3-5 years of executive level administrative work experience without a degree. Strong administrative support experience. Strong writing, communication, proofreading and editing skills. Excellent organizational skills and a demonstrated ability to manage multiple tasks. Secret Clearance required. Computer literacy including strong MS Word skills, specifically Excel, PowerPoint, Word, Outlook, Project. Experience using Internet and databases. Understanding of U.S. Security Assistance procedures and policy desired but not required. Fluency in English required.

2.0 Administrative Support (Executive Level) Front Office

Performance Objective No. 1. The Contractor shall provide administrative and technical support as directed by the Senior Military Assistant for the Director, DSCA. Critical functions to be provided are daily, weekly and long-range scheduling for the Director and Deputy Director. The contractor shall maintain and provide oversight for schedule requirements, meeting requests, travel considerations and official social events.

Performance Standard:

1. Weekly review of calendars with the Director and Deputy Director.
2. Bi-weekly review of travel requirements with Director and Deputy Director.
3. Daily interaction with DSCA Travel Coordinator and Management Analysts to review travel plan.
4. Daily updates to Senior Military Assistant on meeting requests received and scheduling status.

Performance Measure:

Meeting requests answered immediately. Director and Deputy Director meet all scheduling requirements.

Performance Objective No. 2. In partnership with the Government, the contractor may be required to attend regular daily meetings as directed by the Senior Assistant for DSCA to provide status reports on action items in the DSCA/OSD (Policy) administrative management system or for other management support systems. The

Government shall lead all discussions involving meetings with government officials and contractors.

Performance Standard:

1. Status of action items in DSCA shall be delivered the first day of each week.
2. Monthly status reports of analytical and/or technical problem areas; provide planned resolution actions, or recommendations for corrective actions with estimate completion date.

Performance Objective No. 3. The contractor shall assist in the preparation and tracking of briefing materials, read-ahead information and personal and official correspondence related to Foreign Military Sales, Security Assistance Programs, government and military programs and activities.

Performance Standard:

1. Status of correspondence in DSCA shall be delivered the first day of each week.

Performance Measure:

Report is complete and accurate 100 percent of the time.

Performance Objective No. 4. The contractor shall provide administrative, and technical support for any other task directed by the Senior Military Assistant or her designated representative to all directorates within DSCA. This support may include administrative database development and maintenance, report extraction, data input and data analysis, PowerPoint slide presentations, files, memorandums for record, Resource Management documents, etc. The contractor may be required to manage the Directorate IT equipment to include scanners, notebook computers, and Blackberries.

Performance Standard:

1. Status of action items in DSCA shall be delivered to the Senior Military Assistant the first day of each week.

Performance Measure:

Requests are complete and accurate 100 percent of the time.

Performance Objective No. 5. The Contractor responsibilities will include: arranging conference facilities and space at DSCA conference facilities for DSCA sponsored meetings.

Performance Standard:

1. The contractor shall confirm arrangements daily by providing written detail

instructions of date, time, and location of DSCA sponsored meetings.

Performance Measures:

Information is complete and accurate 100 percent of the time.

Performance Objective No. 6. The Contractor will coordinate the weekly DSCA Staff Call with all DSCA Directorates and component commands. The Contractor will consolidate all weekly report and staff meeting inputs and assist with the overall presentation.

Performance Standard:

1. The contractor shall consolidate and finalize all weekly report inputs on the first day of each week.
2. The contractor shall consolidate and finalize all staff meeting inputs within 2-hours of meeting start.

Performance Measure:

Information is complete and accurate 100% of the time.

Performance Objective No. 7. The Contractor will coordinate the DSCA Drivers' schedules.

Performance Standard:

1. Drivers' schedules will be developed daily according to DSCA procedures.

Performance Measure:

Schedules are complete and accurate 100% of the time.

Performance Objective No. 8. The Contractor will be responsible for assisting with courier runs to the Pentagon, Capitol Hill, State Department and Federal Express drop facilities.

Performance Standard:

1. Packages and parcels will be delivered and retrieved daily.

Performance Measure:

Packages are accounted for 100% of the time.

3.0 Problem areas.

The Government and Contractor shall bring any potential problems or issues affecting contractor performance to the attention of the Contracting Officer immediately. The Contracting Officer shall enter all performance issues and problems into the Past Performance Information Management System (PPIMS).

**4.0 Description and Use of Government Furnished Information (GFP),
Government Furnished Equipment (GFE)**

Standard Operational Procedures will be available to the contractor at the place of performance where applicable. The Government will provide the contractor with office space that includes, a desk, telephone, and computer. The Government will also supply contractor personnel with normal office supplies needed to perform the tasks outlined in 2.0 above.

5.0 Contract Management.

The Contracting Officer Representative (COR) will provide oversight for this Performance Based Work Statement (PWS). The following individual is designated as the COR for this requirement: COL Deborah Little

5.1 Deliverables:

The following deliverables shall be submitted to the COR:

Deliverable	Due Date	Performance Objective/Task
Security Clearance Report	Annually	Performance Objective No. 1
Weekly (Oral) Status Report	Weekly	Performance Objective No. 1 Standard 1
Bi-weekly (Oral) Status Report	Bi-Weekly	Performance Objective No. 1 Standard 2
Daily (Oral) Status Report	Daily	Performance Objective No. 1 Standard 3
Weekly (Oral) Status Report	Weekly	Performance Objective No. 2 Standard 1
Monthly (Written) Status Report	Monthly	Performance Objective No. 2 Standard 2
Daily (Oral) Status Report	Daily	Performance Objective No. 3 Standard 1
Weekly (Oral) Status Report	Weekly	Performance Objective No. 4 Standard 1
Daily (Written) Status Report	Daily	Performance Objective No. 5 Standard 1
Weekly (Written) Status Report	Weekly	Performance Objective No. 6 Standard 1
Daily (Written) Status Report	Daily	Performance Objective No. 7 Standard 1

6.0 Period of Performance.

The Period of Performance for this effort is Date of award through 12 months with four (4) 12-month option years.

The following list of days are considered Government holidays. Contractor support will not be required on these days:

Columbus Day

Veterans Day
Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King, Jr. Day
Presidents Day
Independence Day
Labor Day
Memorial Day
Inauguration Day

7.0 Performance.

Place: Place of performance for this requirement will be DSCA, 201 12th Street, Arlington VA 22202.

7.2 Hours of Operation: The contractor shall perform all tasks in this PWS from 8:30-5:00 P.M. each workday.

8.0 Proprietary Information.

The Government will retain rights to all intellectual property and modifications to software produced in the course of this requirement.

9.0 Payment Schedule.

Monthly invoices will be allowed and will be paid within 30 days of receipt. Invoices will be submitted to the COR for approval and certification prior to submitting to the corresponding DFAS office. The COR will be responsible for submitting the invoice and DD 250 to DFAS for payment. Please submit invoices to the following addressee:

Defense Security Cooperation Agency (DSCA)
Attn: DSCA-FO, COL Deborah Little
201 12th Street, South, Ste 203
Arlington, VA 22202-5408
Email: Debra.Little@dsca.mil

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

- a. Name and address of the contractor (legal and doing business as);
- b. Cage Code number;
- c. Invoice number and date;
- d. Contract Number and/or Task Order Number;
- e. Contract line items number(s) and/or sub line item number for; service/delivery rendered;
- f. Period of Performance covered by invoice;
- g. Name, title, and phone number of person to be notified in case of defective invoices.

10.0 Contract Type.

This will be a firm-fixed price order.

11.0 Training.

Contractor personnel will have the required skills sets needed to conduct their duties. The government will afford the contractor a reasonable amount of time away from their normal duties to attend Contractor provided training, provided that absences due to such training do not adversely impact the client's mission.

12.0 Contract POC:

Ms. Lisa Davis
Contract Specialist
Defense Security Cooperation Agency (DSCA)
201 12th Street, South, Ste 303
Arlington, VA 22202-5408
Commercial: (703) 604-0893
Fax: (703) 602-1671
Email: lisa.davis@dsca.mil

13.0 Replacement of Contractor Personnel

Should the government/contractor request that an employee be replaced for any unforeseen reason, the Government/contractor shall notify the contractor/Government immediately. The Contractor has 48 hours to replace the employee with another employee that has the same skills, knowledge and abilities as the resumes submitted with the contractor proposal. The Contractor shall coordinate with the contracting officer for this replacement. If this replacement does not occur, the Government is entitled to an equitable adjustment.

14.0 Interviews.

The Government will interview all proposed contractor personnel prior to award of the order to ensure the proposed individual has the required skills, abilities and knowledge to perform the duties as outlined above.

Section E - Inspection and Acceptance

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
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2008 TO 30-APR-2009	N/A	N/A FOB: Destination	
1001	POP 01-MAY-2009 TO 30-APR-2010	N/A	N/A FOB: Destination	
2001	POP 01-MAY-2010 TO 30-APR-2011	N/A	N/A FOB: Destination	
3001	POP 01-MAY-2011 TO 30-APR-2012	N/A	N/A FOB: Destination	
4001	POP 01-MAY-2012 TO 30-APR-2013	N/A	N/A FOB: Destination	

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97-11X8242 6809 4G8 6809 ADMOO P8T10 1620 2500 DNAR80091 380100
AMOUNT: \$79,524.00

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	NOV 2007
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.215-6	Place of Performance	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2008)

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

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

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

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

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

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

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

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

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

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

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

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2007) (15 U.S.C. 637(d)(4)).

- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___(iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (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.
- ___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- ___ (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- ___ (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ___ (20) 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).
- ___ (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (22) 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).
- ___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ___(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
- ___ (ii) Alternate I (AUG 2007) of 52.222-50.
- ___ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

- ___ (26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .
- ___ (27)(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.
- ___ (28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (31) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- ___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (34) 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)).
- ___ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- X (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- X (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (40)(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.).

 X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

____ (5) 52.222-51, 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 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007)(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 paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$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.

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

(iii) 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).

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

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

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

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 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.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 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)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

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

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

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

(End of clause)