

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		1. REQUISITION NUMBER 13PR-OFS-113	PAGE OF 1   21
2. CONTRACT NO. TOFS-13-C-0001/ 0405-13-202923	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER TOFS-13-S-0002
7. <b>FOR SOLICITATION INFORMATION CALL:</b>			8. SOLICITATION ISSUE DATE 06/03/2013

a. NAME DAVID GILL	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME ET
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9. ISSUED BY INTERNAL REVENUE SERVICE 6009 OXON HILL ROAD SUITE 500 OXON HILL MD 20745	CODE TDP-IRS	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 541612 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) SIZE STANDARD: \$14.0
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO Rebeckah Schlosser, COR 1801 L Street, NW Washington DC 20036	CODE	16. ADMINISTERED BY INTERNAL REVENUE SERVICE 6009 OXON HILL ROAD SUITE 500 OXON HILL MD 20745	CODE TDP-IRS
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17a. CONTRACTOR/OFFEROR EVOLUTION MANAGEMENT INC ATTN DEBBIE KING 4994 LOWER ROSWELL ROAD PARKAIRE COMMONS SUITE 32 MARIETTA GA 30068-5649 TELEPHONE NO. 770-587-9032	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	CODE ARC/ASD/APB
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<input type="checkbox"/> 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
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19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SMALL BUSINESS ADMINISTRATION Outplacement Services for the Department of the Treasury, Office of Financial Stability  Assistance for departing OFS employees in transitioning to new employment.  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See schedule	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 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.

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR Deborah A. King	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) David Gill
30b. NAME AND TITLE OF SIGNER (Type or print) Deborah A. King, President	31b. NAME OF CONTRACTING OFFICER (Type or print) DAVID I. GILL
30c. DATE SIGNED 7 31 13	31c. DATE SIGNED 8/1/13

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Accounting Info: OFS0128DB1313XX-2013-61000001-251001-OFSAD00000000 -OFS1231150-XXXXXXXXXXXX-OFS0001-XXXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 08/05/2013 to 08/04/2017				
0001	Base Period (Twelve Months) Obligated Amount: ██████████  Period of Performance: 08/05/2013 to 08/04/2014				██████████
0002	Option Period 1 (Twelve Months) Amount: ██████████ (Option Line Item) 06/24/2014  Period of Performance: 08/05/2014 to 08/04/2015				0.00
0003	Option Period 2 (Twelve Months)  Amount: ██████████ (Option Line Item) 06/24/2015  Period of Performance: 08/05/2015 to 08/04/2016				0.00
0004	Option Period 3 (Six Months)  Amount: ██████████ (Option Line Item) 06/24/2016  Continued ...				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
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
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
TOFS-13-C-0001/0405-13-202923

PAGE OF  
3 21

NAME OF OFFEROR OR CONTRACTOR  
EVOLUTION MANAGEMENT INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	<p>Period of Performance: 08/05/2016 to 02/04/2017</p> <p>Option Period 4 (Six Months) Amount: ██████████ (Option Line Item) 12/24/2016</p> <p>Period of Performance: 02/05/2017 to 08/04/2017 -</p> <p>Estimated quantities are subject to upward or downward adjustment by the Contracting Officer. Contractor will only be reimbursed for quantities of work actually performed and scheduled workshops not canceled in a timely fashion. If actual quantities are less than estimated, payment will be calculated by multiplying the actual quantity of work provided by the unit price(s).</p> <p>The COR or TPOC will provide written notice of workshop cancellation within 10 business days of the scheduled date. Notice should be sent via email to Debbie King at Debbie@evolutionmgt.com. Workshop cancelled without proper notice will be invoiced. Payment will be made per the 7 29 13 Pricing Schedule. Payment for last minute cancellations is required as EMI is negatively impacted when insufficient time to reassign staff to other productive assignments is not provided.</p> <p>Unit pricing is identified in the attached pricing schedule entitled "Schedule of EMI Outplacement Services", revised July 29, 2013.</p> <p>Contract Type: Firm-Fixed Price</p> <p>The total amount of award: \$78,318.20. The obligation for this award is shown in box 26.</p>				0.00

U.S. Department of the Treasury

Office of Financial Stability

Performance Work Statement

Outplacement Services

1.0 Background

The Office of Financial Stability (OFS) within the U.S. Department of the Treasury (Treasury) was created by the Emergency Economic Stabilization Act of 2008 (EESA) to implement the Troubled Asset Relief Program (TARP). Although the authority of OFS to make new commitments of TARP funds has expired, OFS continues to be responsible for disbursing funds under commitments already made, which include programs to help homeowners prevent avoidable foreclosures. OFS also is responsible for managing and disposing of previous investments, which currently consist of approximately \$30 billion in principal amount.

2.0 Scope

We expect that approximately 15 OFS employees will be in need of outplacement services/career transition services during fiscal year 2013 with a commensurate number projected for 2014, with an expected decline over the next few years. In order to support these employees in their job search, Treasury would like to contract with an organization that has a focus on outplacement support.

3.0 Desired Outcomes

- 3.1 Transition of OFS employees into new employment.
- 3.2 Maintaining the highest possible morale at OFS.
- 3.3 Outplacement services that are provided on a phased-in basis coinciding with the conclusion of each employee's workload with the goal of minimal disruption to the OFS mission.
- 3.4 Outplacement services that are provided with a mix of classroom and group sessions to include experiential learning and role-play, followed up with some instances of one-on-one support.

4.0 Period of Performance

One year from date of award; base period plus two (2) one year option periods followed by two (2) six month option periods.

5.0 Taskings

Contractor shall provide professional coaching and practical guidance, through the classes below:

- 5.1 The Art of Networking and Interviewing to Reach Your Goals

5.2 Differentiating Yourself from the Competition – Building Powerful Communications & Executive Presence to Reach Your Goals

5.3 Developing Results Focused Resumes

5.4 Individual Resume Review via e-mail Feedback with telephone follow-up

5.5 Techniques for Mastering Interview Process

## 6.0 Scheduling of Classes

Control over eligibility and class registration will be the responsibility of the OFS appointed Technical Point of Contact (TPOC), with the COR as a back-up, along with the class rosters. EMI will coordinate with the TPOC and COR on schedules and ~~—go || / – no go|| on classes.~~

## 7.0 Deliverables

The Contractor shall deliver to the Contracting Officer's Representative (COR) a monthly status report. The report shall detail the group sessions that were offered, a roster of employees that attended, and an overview of the material presented. Any guidance offered outside of a formal work group should be detailed by the name of the employee, the support offered, and the vehicle in which it was offered, i.e. in person, telephone, e-mail.

Contractor shall recommend a roll-out approach and schedule that tie into the current process of alerting term employees that their terms are coming to an end.

Ad hoc meetings shall be requested of the Contractor to give plans on the roll out process, as well as periodic updates. These meetings will be more frequent during the base year of the contract. Unless otherwise stated by the COR, the meetings will be via teleconference.

## 8.0 Quality Control

The Contractor shall develop and maintain an effective quality assurance control program, including but not limited to a written Quality Control Plan, to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which it assures itself that the work performed under the BPA complies with the requirement of the contract. At a minimum, the Contractor shall develop written quality control procedures that address the areas identified in the "Performance Requirements Summary Matrix" set forth herein. Once the Quality Control Plan has been approved by the Contracting Officer in writing, changes to the Quality Control Plan can only be made after coordination with and written approval of the Contracting Officer.

9.0 Performance Requirements Summary Matrix

Performance Objective	Performance Standard	Acceptable Quality Levels	Government Surveillance	Remedy
<p>Develop a project management / roll-out plan and schedule that tie into the current process for alerting term employees that their terms are coming to an end.</p>	<p>A plan and schedule shall be developed and presented one week after the date of award.</p>	<p>Plan shall include project management plan to include the following:</p> <ul style="list-style-type: none"> <li>- Service delivery method (e.g. online / telephone / in-person seminars) and proposed staffing.</li> <li>-Proposed roll-out schedule that efficiently and effectively provides service to employees with different end dates.</li> <li>- Work breakdown structure which is defined as a detailed explanation of each discrete work element to be executed by the contractor.</li> </ul>	<p>There shall be a status meeting one week after award date to discuss a documented approach.</p>	<p>Government will provide comments and Contractor will reconcile or incorporate all suggestions until plan is deemed ready for action by Government.</p>
<p>Provide status updates on employee participation via monthly reports.</p>	<p>Status updates must include a list of employees that are participating and what services Contractor has offered them.</p>	<p>Accuracy – No more than 5% of submitted reports require re-submission following Government review.</p> <p>Completeness – No more than 5% omission rate.</p> <p>Timeliness – 98% of reports submitted by the required due date.</p>	<p>100% review</p>	<p>Government will provide comments and Contractor will reconcile or incorporate all comments until documentation is acceptable.</p>

10.0 COR/TPOC Information

The Primary COR for this contract is:

Rebeckah Schlosser

U.S. Department of the Treasury

Office of Financial Stability

1801 L Street, NW

Washington, DC 20036

Email: Rebeckah.Schlosser@treasury.gov

Phone: 202-927-0841

The Technical Point of Contact (TPOC) for this contract is:

Denise Jones

U.S. Department of the Treasury

Office of Financial Stability

1801 L Street, NW

Washington, DC 20036

Email: Denise.Jones@treasury.gov

Phone: 202-927-3596

#### 11.0 Key Personnel

The team lead and Outplacement Specialists selected for this order shall be key personnel. Contractor shall notify Treasury within 10 days regarding the departure of key personnel and provide a suitable replacement within 30 days of departure.

**CONTRACT CLAUSES**

The following contract clauses are generally incorporated by reference and can be accessed in full text at <http://farsite.hill.af.mil>. Where appropriate fill-in clause information or full-text clauses are incorporated in this document.

**52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS  
(FEB 2012)**

(IAW FAR 12.301(b)(3))

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR  
EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2012)**

(IAW FAR 12.301(b)(4))

(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)).

  X   **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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

- \_\_\_\_\_ (3) **52.203-15**, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- X**   (4) **52.204-10**, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- \_\_\_\_\_ (5) **52.204-11**, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-15).
- X**   (6) **52.209-6**, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).
- \_\_\_\_\_ (7) **52.209-9**, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).
- \_\_\_\_\_ (8) **52.209-10**, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- \_\_\_\_\_ (9) **52.219-3**, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).
- \_\_\_\_\_ (10) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- (11) [Reserved]
- X**   (12) (i) **52.219-6**, Notice of Total Small Business Set-Aside (Nov 2011)(15 U.S.C. 644).
- \_\_\_\_\_ (12) (ii) **Alternate I** (Nov 2011).
- X**   (12) (iii) **Alternate II** (Nov 2011).
- \_\_\_\_\_ (13) (i) **52.219-7**, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- \_\_\_\_\_ (13) (ii) **Alternate I** (Oct 1995) of 52.219-7.
- \_\_\_\_\_ (13) (iii) **Alternate II** (Mar 2004) of 52.219-7.

- \_\_\_ (14) **52.219-8**, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (15) (i) **52.219-9**, Small Business Subcontracting Plan (Jan 2011)(15 U.S.C. 637(d)(4)).
- \_\_\_ (15) (ii) **Alternate I** (Oct 2001) of 52.219-9.
- \_\_\_ (15) (iii) **Alternate II** (Oct 2001) of 52.219-9.
- \_\_\_ (15) (iv) **Alternate III** (Jul 2010) of 52.219-9.
- \_\_\_ (16) **52.219-13**, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (17) **52.219-14**, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).
- \_\_\_ (18) **52.219-16**, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (19) (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).
- \_\_\_ (19) (ii) **Alternate I** (June 2003) of 52.219-23.
- \_\_\_ (20) **52.219-25**, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (21) **52.219-26**, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (22) **52.219-27**, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f).
- X** (23) **52.219-28**, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- \_\_\_ (24) **52.219-29**, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (1 U.S.C. 637(m)).
- \_\_\_ (25) **52.219-30**, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012)

(15 U.S.C. 637(m)).

- X   (26) **52.222-3**, Convict Labor (June 2003)(E.O. 11755).
- X   (27) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (Mar 2012)(E.O. 13126).
- X   (28) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
- X   (29) **52.222-26**, Equal Opportunity (Mar 2007)(E.O. 11246).
- (30) **52.222-35**, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- X   (31) **52.222-36**, Affirmative Action For Workers with Disabilities (Oct 2010)(29 U.S.C. 793).
- (32) **52.222-37**, Employment Reports on Veterans (Sep 2010)(38 U.S.C. 4212).
- X   (33) **52.222-40**, Notification of Employee Rights Under the National Labor relations Act (Dec 2010) E.O. 13496).
- (34) **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.)
- (35) (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.)
- (35) (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.)
- (36) **52.223-15**, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42.U.S.C. 8259b).
- (37) (i) **52.223-16**, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- (37) (ii) **Alternate I**, (Dec 2007) of 52.223-16.
- X   (38) **52.223-18**, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011).

- X   (39) **52.225-1**, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).
- X   (40) (i) **52.225-3**, Buy American Act--Free Trade Agreements--Israeli Trade Act (May 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41 and 112-42).
- \_\_\_\_\_ (40) (ii) **Alternate I** (Mar 2012) of 52.225-3.
- \_\_\_\_\_ (40) (iii) **Alternate II** (Mar 2012) of 52.225-3.
- \_\_\_\_\_ (40) (iv) **Alternate III** (Mar 2012) of 52.225-3.
- X   (41) **52.225-5**, Trade Agreements (May 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X   (42) **52.225-13**, Restriction on Certain Foreign Purchases (Jun 2008)(E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- \_\_\_\_\_ (43) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (Nov 2007)(42 U.S.C. 5150).
- \_\_\_\_\_ (44) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
- \_\_\_\_\_ (45) **52.232-29**, Terms for financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 522(f), 10 U.S.C. 2307(f)).
- X   (46) **52.232-30**, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X   (47) **52.232-33**, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003)(31.U.S.C. 3332).
- X   (48) **52.232-34**, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999)(31.U.S.C. 3332).
- X   (49) **52.232-36**, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

- X   (50) **52.239-1**, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- (51) (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).
- (51) (ii) **Alternate I** (Apr 2003) of 52.247-64.

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

*[Contracting Officer check as appropriate.]*

- (1) **52.222-41**, Service Contract Act of 1965 (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 paragraphs (e)(1) 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) **52.203-13**, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) **52.219-8**, Utilization of Small Business Concerns (Dec 2010) (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 \$650,000 (\$1.5 million 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 Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) **52.222-36**, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) **52.222-10**, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(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)).

X 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 paragraphs (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.

**THE FOLLOWING IS FILL-IN DATA FOR CLAUSE 52.212-5 PARA (b)(19):**

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

(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:

Outplacement Services Contract

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].*

ADDENDUM TO CLAUSE 52.212-4

**1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)  
DESIGNATION AND AUTHORITY (AUG 2011)**

(IAW DTAR 1001.670-6)

(a) The COTR is see Performance Work Statement.

**1052.210-70 CONTRACTOR PUBLICITY (AUG 2011)**

(IAW DTAR 1009.204-70)

**1052.219-72 SECTION 8(a) DIRECT AWARDS (JUN 2003)**

(IAW DTAR 1019.811-3(f))

**1052.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JUL 2012)**

(IAW DTAR 1032.7003)

**52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

(IAW FAR 17.208(f))

The Contracting Officer may exercise the option by written notice to the Contractor within **15 days**.

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

(IAW FAR 17.208(g))

(a) The Government may extend the term of this contract by written notice to the Contractor within **15 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 four years.

**52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS (FEB 1990)**

(IAW FAR 19.811-3(a))

(c) Except for novation agreements and advance payments, delegates to the Treasury Department the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; *provided, however,* that the Treasury shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Treasury.

(f) To notify the Treasury Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

**52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**

(IAW FAR 24.104(a))

**52.224-2 PRIVACY ACT (APR 1984)**

(IAW FAR 24.104(b))

**1052.219-72 SECTION 8(A) DIRECT AWARDS (JUN 2003)**

(IAW FAR 1019.811-3(f))

(a) The cognizant SBA district office is: **Georgia District Office.**

**52.232-99 Providing Accelerated Payments to Small Business Subcontractors  
(Deviation)(AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

**52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)  
(IAW FAR 27.409(b)(1))**

**IR1052.239.9010 SECTION 508 SERVICES (SEP 2006)**

All contracts, solicitations, purchase orders, delivery orders and interagency agreements that contain a requirement of services which will result in the delivery of a new or updated electronic and information technology (EIT) item/product must conform to the applicable provisions of the appropriate technical standards in 36 CFR 1194, Subpart B, and functional performance criteria in 36 CFR 1194.31, Subpart C, unless an agency exception to this requirement exists.

The following technical standards and provisions have been determined to be applicable to this contract:

\_\_\_ 1194.21, Software applications and operating systems.

\_\_\_(a) \_\_\_(b) \_\_\_(c) \_\_\_(d) \_\_\_(e) \_\_\_(f) \_\_\_(g) \_\_\_(h)  
\_\_\_(i) \_\_\_(j) \_\_\_(k) \_\_\_(l)

\_\_\_ 1194.22, Web-based intranet and internet information and applications.

\_\_\_(a) \_\_\_(b) \_\_\_(c) \_\_\_(d) \_\_\_(e) \_\_\_(f) \_\_\_(g) \_\_\_(h) \_\_\_(i) \_\_\_(j)  
\_\_\_(k) \_\_\_(l) \_\_\_(m) \_\_\_(n) \_\_\_(o) \_\_\_(p)

\_\_\_ 1194.23, Telecommunications products.

\_\_\_(a) \_\_\_(b) \_\_\_(c) \_\_\_(d) \_\_\_(e) \_\_\_(f) \_\_\_(g) \_\_\_(h) \_\_\_(i) \_\_\_(j)

(k:1)  (k:2)  (k:3)  (k:4)

1194.24, Video and multimedia products.

(a)  (b)  (c)  (d)  (e)

1194.25, Self contained, closed products.

(a)  (b)  (c)  (d)  (e)  (f)  (g)  (h)  (i)  (j)

1194.26, Desktop and portable computers.

(a)  (b)  (c)  (d)

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The following functional performance criteria (36 CFR 1194.31) apply to this contract.

(a) At least one mode of operations and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.

(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.

(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided.

(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.

(e) At least one mode of operation and information retrieval that does not require speech shall be provided, or support for assistive technology used by people with disabilities shall be provided.

**IR1052.239-9008 SECTION 508 – INFORMATION, DOCUMENTATION, AND SUPPORT (SEP 2006)**

In accordance with 36 CFR 1194, Subpart D, the electronic information technology (EIT) products and product support services furnished in performance of this contract shall be documented to indicate the current conformance level with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers

Compliance Board's Electronic and Information Technology Accessibility Standards. At no time during the performance of the award shall the level of conformance go below the level of conformance in place at the time of award. At no additional cost, the contractor shall provide information, documentation, and support relative to the supplies and services as described in the statement of work. The contractor shall maintain this detailed listing of compliant products for the full contract term, including forms of extensions, and shall ensure that it is current within five calendar days after award and within three calendar days of changes in products being utilized as follows:

- (a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.
- (b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.
- (c) Support services for products shall accommodate the communication needs of end-users with disabilities.

(End of clause)