

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 12

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/21/2012	2. CONTRACT NO. (If any) D12PA00297	6. SHIP TO: a. NAME OF CONSIGNEE Indicated on call	
3. ORDER NO.	4. REQUISITION/REFERENCE NO.		

5. ISSUING OFFICE (Address correspondence to) DOI, National Business Center, AQD Division 1/ Branch 3 381 Elden St Suite 4000 Herndon VA 20170		b. STREET ADDRESS	
		c. CITY	d. STATE e. ZIP CODE

7. TO: ATTN GOVERNMENT POC	f. SHIP VIA
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a. NAME OF CONTRACTOR PRGX GLOBAL, INC.	8. TYPE OF ORDER	
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b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE	<input type="checkbox"/> b. DELIVERY
c. STREET ADDRESS 600 GALLERIA PKWY STE 100		REFERENCE YOUR:	
d. CITY ATLANTA		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
e. STATE GA	f. ZIP CODE 30339-5991	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	

9. ACCOUNTING AND APPROPRIATION DATA Indicated on call	10. REQUISITIONING OFFICE
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))		12. F.O.B. POINT Destination
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB		

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Indicated on call	16. DISCOUNT TERMS Indicated on call
a. INSPECTION Destination	b. ACCEPTANCE Destination			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GSA Contract #: GS23F8140H The US Department of the Interior (DOI, the Department), Office of the Secretary, Office of Financial Management (OS/PFM) has a requirement for payment recovery auditing Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:							
	a. NAME Indicated on call						\$0.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box)							
c. CITY		d. STATE	e. ZIP CODE		\$3,750,000.00			

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Kevin Woody TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
09/21/2012

CONTRACT NO.
D12PA00297

ORDER NO.

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>services and strategies to improve DOI's ability to detect, recover and prevent improper payments IAW the Improper Payments Elimination Recovery Act of 2010 (IPERA).</p> <p>The purpose of this Payment Recapture Audit Services (No Cost) Blanket Purchase Agreement (BPA) against GSA Schedule GS-23F-8140H is to examine payment processes to identify improper payments. The scope of the PRAs will cover fiscal years (FYs) 2009 - 2011. Specific task requirements are outlined on the following pages and statement of work (SOW).</p> <p>BPA Calls will be issued each of the five (5) Offices/Bureaus per the following proposed schedule:</p> <p>Departmental Offices: Call #1: FY09 Call #2: FY10 Call #3: FY11</p> <p>Bureau of Indian Affairs Call #4: FY09 Call #5: FY10 Call #6: FY11</p> <p>Bureau of Land Management Call #7: FY09 Call #8: FY10 Call #9: FY11</p> <p>Bureau of Reclamation Call #10: FY09 Call #11: FY10 Call #12: FY11</p> <p>U.S. Geological Survey Call #13: FY09 Call #14: FY10 Call #15: FY11</p> <p>Contracting Officer's Representative (COR): Melanie Navarro Chief, Policy Collaboration and Operations DOI-OS-PFM 1849 C St NW Washington, DC 20240 Phone: (202) 208-6227 E-mail: melanie_navarro@ios.doi.gov</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
09/21/2012

CONTRACT NO.
D12PA00297

ORDER NO.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
(a)	(b)					
	Admin Office: DOI, National Business Center, AOD Suite 4000 Division 1/ Branch 3 381 Elden St Herndon VA 20170 Period of Performance: 09/21/2012 to 09/20/2017					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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Supplies or Services/Prices

REQUIREMENT:

1. Services Required: The United States Department of the Interior (DOI, the Department), Office of the Secretary, Office of Financial Management (OS/PFM) has a requirement for payment recapture auditing (PRA – formerly known as recovery audit) services and strategies to improve DOI's ability to detect, recover and prevent improper payments covering five (5) DOI Offices/Bureaus: Departmental Offices; Bureau of Indian Affairs (BIA); Bureau of Land Management (BLM); Bureau of Reclamation (BOR); and US Geological Survey (USGS).

DOI intends to award a Payment Recapture Audit Services Firm-Fixed Recovery Fee (Percentage Rate) (No Cost) Blanket Purchase Agreement (BPA) to provide PRA services. The Contractor will be authorized (contingent upon written approval from DOI) a specified percentage of the valid overpayments identified by the Contractor and actually recovered by DOI. Invoices for this compensation will be based on amounts substantiated by DOI as recovered. The Government's obligation to make payments under this contract is contingent upon both the Contractor's identification of valid improper payments and the Government's subsequent recovery of improper payments, or portion of improper payments, identified by the Contractor. The Contractor shall bear the burden of its costs of performing PRA services and will be compensated only on a percentage of the actual funds recovered.

The Government reserves the right to conduct recovery auditing using any of the options under the Improper Payments Elimination Recovery Act of 2010 (IPERA) when it is the best interest of the Government.

This effort will examine payment processes to identify improper payments, which is defined to include, but not limited to, duplicate payments, overpayments, erroneous payments, under deductions and open credits, and other non-traditional contractor payments which include grants, travel, etc. The scope of the PRAs will cover fiscal years (FYs) 2009 - 2011 and include only those bureaus/offices that have volunteered to participate in the pilot of this initiative. Specific task requirements are outlined on the following pages and statement of work (SOW).

The BPA will be awarded on a Firm-Fixed Recovery Fee Percentage basis utilizing the procedures in Federal Acquisition Regulations (FAR) Part 8.4 Federal Supply Schedules (FSS). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-58 & 2005-59.

Contract information: Set-Aside – Not Applicable; PSC – R704 Auditing Services; UPC – R7040000 Auditing Services; NAICS – 541219 Other Accounting Services; Size Standard – \$8.5M; Alt NAICS – 541990 All other Professional, Scientific and Technical Services; Alt Size Standard – \$14M; DUNS – 783765860; CAGE – 07YJ3; Name – PRGX USA (Global), Inc

2. Place of Performance: Most work will be performed at the Offeror's facilities with various meetings to be held either via teleconference / webinar, or in-person at the DOI PFM in Washington, DC.

3. Period of Performance: The period of performance for this BPA is the date of award for five (5) years. The performance standards for each of the tasks reflect the deliverables considered by the DOI to be most important to the successful performance of this task order. This includes the expected standards of performance and the method(s) by which performance will be assessed. The DOI will monitor performance monthly.

4. Travel Funding: The PFM office is located in Washington, D.C. A limited amount of travel is expected on this contract. Only travel approved in advance by the Contracting Officer Representative (COR) will be performed and reimbursed, in accordance with current government travel regulations.

5. Pricing: The Government's cost objective in this acquisition is to obtain a fair and reasonable contingency fee rate based upon the following:

Net Outlays (by Fiscal Year (FY))

FY09	\$8,831,375,828	FY10	\$9,913,329,339	FY11	\$11,958,679,024	Total	\$30,703,384,191
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For information regarding FYs 2010 and 2011 please visit: <http://www.doi.gov/pfm/afr/index.cfm>

Description/Specifications

All work shall be in conformance with all Government regulations and policies including the FAR.

Requested Services: The PFM serves as the focal point for the DOI's financial matters by providing direction, planning, and oversight for financial policy and procedures, financial reporting, the management control program, accounting policy and systems, and audit follow-up. The Office is committed to strengthening financial management within the Department through a coordinated program involving the modernization and integration of financial systems, the improvement of financial reporting and accountability, the enhancement of efficient and effective management controls, and the preparation of financial statements for audit.

The PFM is organized into the following six divisions to address the critical financial management issues that confront the DOI:

- Financial Reporting Division (FRD)
- Internal Control and Audit Follow-Up Division (ICAF)
- Departmental Offices Finance Division (DOF)
- Policy Collaboration and Operations Division (PCO)
- Financial Systems Division (FSD)
- Custodial Reporting Division (CRD)

On July 22, 2010, the President signed IPERA into law. IPERA amends the Improper Payments Information Act (IPIA) of 2002 and repeals the Recovery Auditing Act (Section 831 of the FY 2002 Defense Authorization Act). IPERA amends the Improper Payments Information Act (IPIA) of 2002 and repeals the Recovery Auditing Act (Section 831 of the FY 2002 Defense Authorization Act). IPERA expands the requirements of all agencies to periodically perform risk assessments of its programs and activities and identify those programs and activities that are susceptible to significant improper payments and lowered the threshold for conducting PRAs.

The President, Congress and the OMB have initiated a series of requirements to prevent, reduce, and recover improper payments for the Federal Civilian Agencies. These include Executive Order 13520 "Reducing Improper Payments" (http://www.whitehouse.gov/sites/default/files/omb/assets/financial_improper/11202009_improper_payments.pdf); Presidential Memorandum on Enhancing Payment Accuracy Through a "Do Not Pay List" (<http://www.whitehouse.gov/the-press-office/presidential-memorandum-enhancing-payment-accuracy-through-a-do-not-pay-list>); Presidential memorandum on Finding and Recapturing Improper Payments (<http://www.whitehouse.gov/the-press-office/presidential-memorandum-regarding-finding-and-recapturing-improper-payments>); Improper Payments Information Act (IPIA) of 2002 (http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107_cong_public-laws&docid=f:publ300.107.pdf); and the Improper Payments Elimination and Recovery Act (IPERA) of 2010 (http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=111_cong-bills&docid=f:21508enr.txt.pdf). OMB issues additional related guidance in Circular A-123, Managements Responsibility for Internal Controls, Appendix C (<http://www.whitehouse.gov/sites/default/files/omb/memoranda/2011/m11-16.pdf> and http://www.whitehouse.gov/sites/default/files/omb/assets/memoranda_2010/m10-13.pdf). Additional background information can be found at <http://www.whitehouse.gov/the-press-office/president-obama-sign-improper-payments-elimination-and-recover-act>. In the future, OMB will provide additional Government-wide guidance and requirements.

According to OMB guidance M-11-16, *Issuance of Revised Parts I and II to Appendix C of OMB Circular A-123*, agencies are required to conduct PRAs for all types of payments and activities with more than \$1 million in annual outlays, if cost-effective.

Procedures for the Execution of BPA Calls

Authorization for delivery of items under this contract shall be by issuance of BPA Calls as follows:

- (a) At any time during the term of this contract; the Government shall have the right to request Quotes from the Contractor for providing services specified in this BPA. Each Request for Quote will set out the proposed hours and other necessary considerations.
- (b) Within ten (10) days after receipt of a request, the Contractor shall submit one (1) copy of a cost Quote for the proposed services. The cost Quote shall include the following items:
 - (1) A proposed total price for the services.
 - (2) A statement as to whether the Contractor proposed to deliver the required deliverables according to the schedule stated in the Request for Quote and, if that schedule cannot be met, an alternate proposed schedule. Both copies of the Quote shall be signed by a duly authorized representative of the firm, possessing full contracting authority.
 - (3) If a cost Quote is acceptable as submitted, a BPA Call will be executed, incorporating the Quote and the schedule into the contract.

- (4) If a Quote is not acceptable as submitted, negotiations will be conducted with a view to reaching a mutually acceptable agreement. When an agreement on all terms is reached, the Contracting Officer shall prepare a BPA Call setting out in complete detail the prices and costs negotiated, and the schedule.
- (5) The Contractor's receipt of a fully executed BPA Call shall constitute notice to proceed with preparing the required services,
- (6) If agreement on the terms of a proposed BPA Call cannot be reached, the services contemplated shall be deemed automatically excluded from the scope of this contract, and the Government is under no obligation to the Contractor with respect to payment of any portion of the cost proposed.
- (7) Each BPA Call executed in accordance with either of Paragraph 3 and 4 above shall be deemed to be a part of this contract. BPA Calls will not be executed after the expiration date of this contract. The Government shall be under no obligation to the Contractor with respect to any proposed BPA Call or Request for Quote until such time as the BPA Call has been executed in accordance with Paragraphs 3 and 4 above.
- (8) The Contractor shall perform all requirements pursuant to each executed BPA Call in accordance with the Statement of Work, and with other consideration and the schedule of delivery set forth therein and in accordance with all other terms and conditions of this contract.

Estimated Size of BPA Calls / Contract Costs

The Government shall pay the contractor for all improper payments identified AND recovered from the vendors for the Departmental Offices / Bureaus under this BPA. The Government will fund the BPA Calls every six (6) months utilizing funds identified by the Contractor and actually recovered by the Government. The total cumulative cost for all services and materials under this BPA will not be less than \$0.00 nor exceed \$750,000.00 per year. The actual cost will be established by subsequently issued BPA Calls, which will not be less than \$0.00 nor exceed \$750,000.00. The total cost will be the cumulative amount of all BPA Calls, but in any case shall not exceed (NTE) \$3,750,000.00. Calls under this BPA will be issued by the Contracting Officer of Record in accordance with the instructions provided in the proceeding, Procedures for the Execution of BPA Calls.

This effort will examine payment processes to identify improper payments, which is defined to include, but not limited to, duplicate payments, overpayments, erroneous payments, under deductions and open credits, and other non-traditional contractor payments which include grants, travel, etc. The scope of the PRAs will cover FYs 2009 - 2011 and include only those bureaus/offices that have volunteered to participate in the pilot of this initiative. Specific task requirements are outlined on the following pages and SOW.

IMPORTANT NOTICE: *In order to be considered for an award under this BPA, Contractor shall have completed their Representations and Certifications thru ORCA on-line, registered with CCR and the new Internet Payment Platform (IPP).*

Contract Administration Data

GOVERNMENT'S REPRESENTATIVE

(a) The Contracting Officer's Representative/Government's Representative (COR/GR) for this project is:

Melanie Navarro
Chief, Policy Collaboration and Operations
DOI-OS-PFM
1849 C St NW,
Washington, DC 20240
Phone: (202) 208-6227 E-mail: melanie_navarro@ios.doi.gov

(b) The Government's Contracting Officer (CO) and Contract Specialist/Administrator (CS/CA) for this project are:

<u>CO</u> Kevin Woody DOI - NBC - AQD 381 Elden St, MS 4000 Herndon, VA 20170 Phone: (703) 964-3568	E-mail: kevin_woody@nbc.gov	<u>CS/CA</u> Dana Price DOI - NBC - AQD 381 Elden St, MS 4000 Herndon, VA 20170 Phone: (703) 964-3563	Email: dana_price@nbc.gov
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(c) The COR/GR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR/GR and the Contractor's Representative shall work together to ensure that all contractual requirements are being met. The COR/GR will interpret specifications or technical portions of the work. The COR/GR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government. Only a warranted Contracting Officer (CO) is authorized to obligate funds on this or any other contract action.

(d) The Contractor shall immediately notify the CO in writing if the COR/GR has taken an action (or fails to take action) or issues directions (written or oral) that the Contractor considers to exceed the above limitations.

(e) The Contractor shall provide the CO information copies of all correspondence to the COR/GR.

INVOICES

DIAPR 2011-04, Amendment 2 - Electronic Invoicing and Payment Requirements - Internet Payment Platform (IPP) (SEP 2011)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice [*CO to edit and include the documentation required under this contract*]:

Original Invoices for supplies/services provided under this Delivery/Task Order shall be submitted [monthly in arrears] with proper documentation.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the CO with its Quote or quotation.

(End of Local Clause)

Contract Clauses

In order to be considered as responsible and responsive, all Offerors are required to be registered with CCR, ORCA and IPP. A Blanket Purchase Agreement (BPA) will not be awarded to an Offeror who is not registered with all three sites.

52.212-4 Contract Terms and Conditions—Commercial Items (Feb 2012), applies to this acquisition. There are no addenda to this provision

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Dec 2010), applies to this acquisition. The following FAR clauses are cited within 52.212-5 and are applicable to this acquisition:

- (a) **52.222-50**, Combating Trafficking in Persons (Feb 2009); **52.233-3**, Protest After Award (Aug 1996); **52.233-4**, Applicable Law for Breach of Contract Claim (Oct 2004).
- (b) **52.203-6**, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995); **52.204-10**, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012); **52.209-6**, Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010); **52.209-9**, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012); **52.209-10**, Prohibition on Contracting with Inverted Domestic Corporations (May 2012); **52.222-3**, Convict Labor (Jun 2003); **52.222-19**, Child Labor – Cooperation with Authorities and Remedies (Mar 2012); **52.222-21**, Prohibition of Segregated Facilities (Feb 1999); **52.222-26**, Equal Opportunity (Mar 2007); **52.222-35**, Equal Opportunity for Veterans (Sep 2010); **52.222-36**, Affirmative Action for Workers with Disabilities (Oct 2010); **52.222-37**, Employment Reports on Veterans (Sep 2010); **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010); **52.222-54**, Employment Eligibility Verification (Jan 2009); **52.223-18**, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011); **52.225-13**, Restrictions on Certain Foreign Purchases (Jun 2008); **52.232-33**, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003).
- (c) **52.222-53**, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (Feb 2009).
- (d) Comptroller General of the United States...applies as applicable.
- (e) Clause Flow-down...applies as applicable.

(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.acquisition.gov/far/>

(End of Clause)

- 52.202-1 Definitions (JAN 2012)**
- 52.203-5 Covenant Against Contingent Fees (APR 1984)**
- 52.203-7 Anti-Kickback Procedures (OCT 2010)**
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)**
- 52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)**
- 52.204-2 Security Requirements (AUG 1996)**
- 52.204-7 Central Contractor Registration (APR 2008)**
- 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)**
- 52.207-3 Right of First Refusal of Employment (MAY 2006)**
- 52.223-6 Drug-Free Workplace (MAY 2001)**
- 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification (NOV 2011)**
- 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises Jun 2000**
- 52.227-14 Rights in Data—General (DEC 2007)**
- 52.227-17 Rights in Data--Special Works (DEC 2007)**
- 52.233-2 Service of Protest (SEP 2006)**
- 52.242-13 Bankruptcy (JUL 1995)**
- 52.245-1 Government Property (AUG 2010)**
- 52.245-9 Use and Charges (AUG 2010)**
- 52.249-14 Excusable Delays (APR 1984)**

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 six months. The Contracting Officer may exercise the option by written notice to the Contractor within the current performance period.

(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 November 30, 2012. 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 November 30, 2012, 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)

DIAR (Department of the Interior Acquisition Regulation) Clauses:

1452.203-70 Restriction on Endorsements (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

1452.204-70 Release of Claims (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

DIAPR (Department of the Interior Acquisition Policy Release) Clauses:

DIAPR 2010-14 Amendment 1 - Contractor Performance Assessment Reporting System (JUL 2010)

- 1) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
- 2) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
- 3) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.
- 4) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.
- 5) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may

then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 - 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

- 6) The following guidelines apply concerning your use of the past performance evaluation:
 - a) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.
 - b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
 - c) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.
- 7) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.
- 8) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of notice)

DIAPR 2010-18 Authorities and Delegations (MAY 2010)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor.

Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

Please see "Contract Administration Data"

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the Contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the

provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer of the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of notice)

National Business Center Policies (NBCM) Acquisitions (ACQ) Clauses:
NBCM-ACQ-6920-0007 – Required Provisions for Services Contracts (JUL 2010)

This is a non-personal services contract, it is therefore, understood and agreed that the contractor and/or the contractor's employees shall: (1) perform the services specified herein as independent contractors, not as employees of the government; (2) be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical schedule, or financial requirements or constraints attendant to the performance of this contract; (3) be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; and (4) pursuant to the governments right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative as is necessary to ensure accomplishment of the contract objectives.

The Contractor shall include this provision in all subcontracts for contractor support services under this contract.

(End of Provision)

NBCM-ACQ-6900-0052 – Policy for Greening Services Contracts (JAN 2012)

AQD Services Greening Clause

- A) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.
- B) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double-sided copying, and the use and purchase of 30% post consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

(End of clause)