

1. REQUEST NO. DACSL2Q2126	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO. E69676X	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING N/A
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5A. ISSUED BY National Science Foundation Div. of Acq. & Cooperative Support 4201 Wilson Boulevard Suite 475 Arlington VA 22230	6. DELIVER BY (Date)
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5B. FOR INFORMATION CALL: (No collect calls)		7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)
NAME Christy Donahue	TELEPHONE NUMBER AREA NUMBER CODE 703-292-4439	9. DESTINATION a. NAME OF CONSIGNEE National Science Foundation

8. TO:		b. STREET ADDRESS 4201 Wilson Boulevard
a. NAME	b. COMPANY	c. CITY Arlington

c. STREET ADDRESS	d. STATE VA
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d. CITY	e. STATE	f. ZIP CODE	d. STATE VA	e. ZIP CODE 22230
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10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE ON 03-05-2012, 12:00pm (noon) local time	IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.
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11. SCHEDULE (Include applicable Federal, State and local taxes) See CONTINUATION Page

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Supply court reporting/transcription services in accordance with the attached SOW:				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS NUMBER PERCENTAGE
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NOTE: Additional provisions and representations are are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY			a. Name (Type or print)		AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

CONTINUATION PAGE

A.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY UNIT	UNIT PRICE	AMOUNT
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001	8.00 DAYS Court Reporting/Transcription Services Contractor shall be available for all scheduled Advisory Committee meetings including:			
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(1) March 14-15, Spring Meeting for
AC-ERE, Arlington, VA

(2) April 18-19, Spring Meeting for
AC-GEO, Arlington, VA

(3) September 12-13, Fall Meeting for
AC-ERE, Arlington, VA

(4) October 10-11, Fall Meeting for
AC-GEO, Arlington, VA

Vendor shall supply pricing as follows:

\$_____ per page price

\$_____ appearance fee per day price

Services are to be provided FOB Destination - Arlington, VA

The Government will not reimburse the vendor for any travel expenses incurred. Any anticipated travel expenses shall be incorporated into the vendor's proposed fixed price "Appearance Per Day" price.

Being that the total numbers of pages required are not yet known, the vendor shall not supply a Total CLIN Item price. The Government will issue the purchase order as a not to exceed (NTE) dollar value; however, the vendor shall invoice in accordance with their "per page price" and "appearance fee per day price".

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that-

(1) The Contractor anticipates the total amount obligated (NTE dollar value of the award) may be exceeded

(2) The total NTE dollar value obligated for the performance period of this contract will be either greater than the previously estimated NTE award value.

GRAND TOTAL ---
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DACS12Q2126

A.2 Statement of Work: Court Reporting and Transcription Services for 2012 NSF Advisory Committee Meetings

The Directorate for Geosciences (GEO) requires court reporting services and subsequent transcription services for the spring and fall meetings of the NSF Advisory Committee for Environmental Research and Education (AC ERE) and the NSF Advisory Committee for Geosciences (AC GEO).

Scope

- Contractor will provide complete verbatim transcriptions with all speakers identified at all the CY 2012 AC ERE and AC GEO meetings. Contractor understands attendees at the Advisory Committee meetings will consist of up to 25 advisory committee members, various NSF staff, and presenters.
- Transcription of committee conversations will be required for all plenary sessions of the advisory committee meetings. All of the AC ERE meetings will be in plenary session. For AC GEO, the spring and fall meetings will each include one 2-3 hour period when the members will meet in subcommittees and court reporting is not required.
- Transcripts of proceedings will be produced in Microsoft Word with numbered pages and in a format that can be easily manipulated (i.e., fonts, spacing, moving text, etc.).
- Transcripts will include a title page, list of participants, dates, location, section/talk titles, content section, and an index. Each transcript must include one complete index of speakers and presenters.
- Typed, verbatim transcripts will be sent electronically to the advisory committee point-of-contact (POC) within 30 days of the meeting.

Required Experience

- Contractor shall have knowledge of “The Government in the Sunshine Act” and experience working with national science and engineering information, especially related to environmental sciences and engineering and the geosciences.
- The contractor shall have knowledge and experience working with the National Science Foundation and a thorough understanding of its mission, purpose and role in the scientific community.
- For each proposed transcriber, the contractor must submit one recent sample of transcription in a related topic (i.e., within three years) and a curriculum vitae.
- The contractor must submit at least two references of past performance in a related area. The contractor must provide the name of the reference, the contractor name and number, a short description of the work, current telephone number and e-mail address of the contract.

Schedule

- The spring and fall meetings of AC ERE and AC GEO will be held at NSF headquarters in Arlington, VA in room 1235. It is estimated that the sessions will run from 8:30 am to 5 pm on the first day and from 8:30 am to 2 pm on the second day.
- Contractor shall be available for all scheduled Advisory Committee meetings including:
 - March 14-15, Spring Meeting for AC-ERE, Arlington, VA
 - April 18-19, Spring Meeting for AC-GEO, Arlington, VA
 - September 12-13, Fall Meeting for AC-ERE, Arlington, VA
 - October 10-11, Fall Meeting for AC-GEO, Arlington, VA

DACS12Q2126

- Contractor will provide transcribers on site at least 30 minutes prior to meeting start times. Any technical requirements needed by the transcriber shall be submitted to the advisory committee POC 7 days prior to the event.

A.3 Instructions to Offerors

Technical Evaluation Criteria:

The offeror shall submit their technical quote in such a manner which addresses the offeror's capabilities to meet the requirements. For each proposed transcriber, the contractor must submit one (1) recent sample of transcription in a related topic (i.e., within three years) and a copy of the (each) proposed transcriber(s) resume vitae which provides an overview of a person's experience and other qualifications.

Quotes will be evaluated based on the vendor's demonstrated technical expertise and relevancy of the provided transcription sample, the quality and expertise of the proposed transcriber(s), as well as, the vendor's overall demonstrated understanding of NSF's technical environment.

Past Performance:

The contractor must submit at least two (2) references of past performance in a related area. The supplied references should be for work similar in scope and similar in technical merit. At a minimum, the contractor must provide the name of the reference, the contractor name and number, a short description of the work, current telephone number and e-mail address of the contact.

Quotes will be evaluated based on quality of the vendor's past performance and the relevancy of the past performance to NSF's requirement.

Price Evaluation:

Price will be evaluated for completeness and reasonableness.

An authorized official of the firm shall sign the SF 18 and all certifications, and amendments (if any).

Selection Criteria:

NSF will award a purchase order resulting from this request for quote to the responsible offeror whose offer conforming to the request for quote will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (1) Technical Capability
- (2) Past Performance
- (3) Price

Technical and past performance, when combined, are significantly more important when compared to price.

No alternate quotes will be accepted. No quote costs shall be reimbursed. The Government reserves the right to award on initial quotes, without discussion, if considered to be in the best interest of the Government. All offerors should submit their best price and technical capabilities to perform in accordance with the request for quotes in their initial submission.

**A.4 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS
(JUN 2010)**

Incorporated by reference

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

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 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.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (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. 111-5).

(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 (JAN 2012) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 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).

DACS12Q2126

- (11) [Reserved]
- (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- (ii) Alternate I (NOV 2011).
- (iii) Alternate II (NOV 2011).
- (13)(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.
- (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)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (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.)
- (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 Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011).
- (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

DACS12Q2126

- (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (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).
- (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).
- (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.)
- (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).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (40)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (41) 52.225-5, Trade Agreements (NOV 2011) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (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).

DACS12Q2126

(45) 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)).

(46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(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).

(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:

(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.).

Employee Class

Monetary Wage-Fringe Benefits

(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.

DACS12Q2126

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (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) 52.222-40, 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)).

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, Employee Eligibility Verification (JAN 2009)

DACS12Q2126

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

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

A.6 NSF 070 - REPLACEMENT OF PERSONNEL – CONTRACTOR PERSONNEL CONDUCT (Aug 2010)

The Contractor shall be responsible for the furnishing of personnel fully qualified to perform the services as provided for in this contract. As a designated representative of the Contractor, Contractor personnel are expected to perform and act in a professional manner at all times. The Contractor shall be fully responsible for the actions of Contractor employees during the performance term of this contract.

Performance of contract services may involve work and/or residence on Federal and other program facilities as required by the contract. Contractor employees are expected to follow the rules of conduct established by the manager of such facilities that apply to all (both Government or non-Government) personnel working or residing on such facilities. A copy of such rules will be available from the facility manager.

Personnel who perform ineffectively, refuse to cooperate in the fulfillment of the project objectives, are unable or unwilling to adapt to field living conditions, or whose general performance is unsatisfactory or otherwise disruptive, shall be replaced by the Contractor.

The Contracting Officer shall notify the Contractor of all unsatisfactory conduct or performance, stating the conditions of unsatisfactory or unsafe performance by contractor personnel. An opportunity for corrective action may be afforded, when the conditions warrant. When directed by the Contracting Officer, the Contractor agrees to replace unacceptable personnel in a time period as mutually agreed upon.

A.7 NSF 110 SUBMISSION OF PROPER INVOICE (DEC 2011)

In order to initiate payment, the Contractor shall submit proper invoices for reimbursement in the manner and format described herein.

Contractors that are small businesses under the appropriate NAICs code for this contract are permitted to request accelerated payments in accordance with the OMB Memorandum, Accelerating Payments to Small Businesses for Goods and Services, dated September 14, 2011. Requests for accelerated payments shall be made through designating in bold lettering or other prominent display on or near the top of the invoice "Small Business Invoice". Per the OMB Memorandum, Accelerating Payments to Small Businesses for Goods and Services, dated September 14, 2011, the accomplishment of accelerated payments to small businesses is a goal and not a guarantee.

The following data must be included in an invoice for it to constitute a proper invoice:

- a. Name of Contractor and invoice date;
- b. Contract number, or other authorization for delivery of property or services;
- c. Description, price, fee (if applicable), and quantity of property and services actually delivered or rendered;
- d. Shipping and payment terms;

DACS12Q2126

- e. Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
- f. Other substantiating documentation or information as required by the contract;
- g. Period of performance.

Form: The Contractor may use its own form, providing all the above information is on the invoice. However, it is preferred that invoices be submitted on the Government Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal-Continuation Sheet." These forms are available from the Government Printing Office, 710 N. Capitol Street, Washington, DC 20801.

Address: Submit all proper invoices as follows:

- a. One complete invoice (Original) without attachments to the National Science Foundation, Division of Financial Management, Commercial Cash Management Section, Room II-605, 4201 Wilson Boulevard, Arlington, VA 22230.
- b. One invoice copy with all attachments to the National Science Foundation, COTR, Room , 4201 Wilson Boulevard, Arlington, VA 22230.

Final Invoice: Upon completion of the required work, the Contractor shall submit a completion invoice in compliance with the clause entitled, NSF110. This completion invoice must be clearly marked as such and be submitted promptly upon completion of the work, but no later than one year from the completion date of this contract. The Contractor shall submit the original completion invoice to the Contracting Officer for approval and copies of the completion invoice to DFM and GEO/OAD.

Payment Due Date: Payment under this contract will be due on the 30th calendar day following acceptance of each properly submitted invoice.

If any contract deliverables are rejected for failure to conform to the technical requirements of the contract or are otherwise unacceptable, the provisions of the paragraph immediately preceding will apply to delivery of acceptable contract deliverables, unless otherwise determined by the Contracting Officer.

All payments for proper invoices will be made via Electronic Fund Transfer (EFT).

A.8 NSF 130 - KEY PERSONNEL FOR SOLICITATION (Aug 2010)

The offeror will specify in the proposal those employees considered to be essential to the work to be performed. Up-to-date resumes are to be included in the proposal. Prior to diverting any of the specified individuals to other activities or programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact of such substitution upon the contract. No diversion shall be made by the Contractor without the written consent of the Contracting Officer. Positions may be added or deleted from this clause during performance of the contract by mutual agreement of both parties.