

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 156	
2. CONTRACT NO. H92222-07-D-0025		3. SOLICITATION NO. H92222-07-R-0010		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFI)		5. DATE ISSUED 25 Jan 2007
7. ISSUED BY HQ USSOCOM SOAL-K ATTN: WILLIAM HILLIARD 7701 TAMPA POINT BLVD MACDILL AFB FL 33621-5321		CODE H92222	8. ADDRESS OFFER TO See Item 7		(If other than Item 7) CODE	
TEL: 813-282-8795 EXT 6107 FAX 813-286-2264		TEL: FAX				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".						
SOLICITATION						
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand-carried, in the depository located in _____ until <u>12:00 PM</u> local time <u>11 Apr 2007</u> (Hour) (Date)						
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.						
10. FOR INFORMATION CALL:		A. NAME WILLIAM HILLIARD	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 813-282-8795 EXT 6107		C. E-MAIL ADDRESS william.hilliard@socom.mil	
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OFFER (Must be fully completed by offeror)						
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.						
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)						
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):						
		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE: 38UT2	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
MILANGLAGES CORP DANIEL GUILLAN 994 DOUGLAS AVE SUITE 102 ALTA MONTE SPRINGS FL 32714-2068						
15B. TELEPHONE NO (include area code) 407-774-0805		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)						
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$0.00		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c))				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)		
24. ADMINISTERED BY (If other than Item 7) DCMA ORLANDO 3555 MAGUIRE BLVD. ORLANDO FL 32803-3799		CODE	S1002A	25. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338
26. NAME OF CONTRACTING OFFICER (Type or print) CHARLES E. BRIGHT TEL: 813-826-7322 EMAIL: brightce@socom.mil				27. UNITED STATES OF AMERICA <i>Charles E. Bright</i> (Signature of Contracting Officer)		28. AWARD DATE 13-Jul-2007
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.						

Section B - Supplies or Services and Prices

THE MINIMUM AMOUNT OF THIS CONTRACT IS \$50,000.00.

THE MAXIMUM AMOUNT OF THIS CONTRACT IS \$100,000,000.00.

The minimum and maximum amounts are total for all CLINs, ordering periods, and the transition period.

Ordering Period ONE (15 Jul 07 - 14 Jul 08)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1000	USSOCOM Language and Cultural Training FFP Ordering Period ONE (15 Jul 07 - 14 Jul 08). The contractor shall provide and manage foreign language and cultural training in support of US Special Operations Command (USSOCOM) and its components and units in accordance with Section C, the Performance Work Statement (PWS). FOB: Destination	UNDEFINED	Lot		NSP
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001	Unit Lab Coordinator FFP The Unit Lab Coordinator (ULC) shall provide day-to-day support of the unit language lab as specified in Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002	Administrative / Technical Assistant FFP The Administrative / Technical Assistant shall provide resource and facilities support as specified in Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003	Foreign Language Training FFP The contractor shall provide foreign language training in accordance with Section C, the PWS to include basic, intermediate, and advanced language training; survival language training; and sustainment and enhancement language training. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004	Advanced Distributed Learning FFP The contractor shall provide advanced distributed learning (distant learning) foreign language training in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005	ISO-Immersion Language & Cultural Trng FFP The contractor shall provide ISO-immersion foreign language and cultural training in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006	Live Environmental Training / Immersion FFP The contractor shall provide live environmental training (LET) / immersion foreign language and cultural training in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007	Role Playing FFP The contractor shall provide role playing in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1008		UNDEFINED	Labor Hours	UNDEFINED	UNDEFINED
	Block Hour / Tutoring Training LH				
	The contractor shall provide block hour / tutoring foreign language and cultural training in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6.				
	FOB: Destination				
				TOT MAX PRICE	\$0.00 TBN

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1009		UNDEFINED	Cost	UNDEFINED	UNDEFINED
	Travel COST				
	The contractor shall Travel in accordance with Section C, the PWS and the Joint Travel Regulation (JTR). No fee or additional charges are allowed.				
	FOB: Destination				
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1010		UNDEFINED	Cost	UNDEFINED	UNDEFINED
	Other Direct Costs COST				
	The contractor shall provide other services as needed in accordance with Section C, the PWS.				
	FOB: Destination				
				MAX COST	UNDEFINED

Ordering Period TWO (15 Jul 08 - 14 Jul 09)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2000	USSOCOM Language and Cultural Training FFP Ordering Period TWO (15 Jul 08 - 14 Jul 09). The contractor shall provide and manage foreign language and cultural training in support of US Special Operations Command (USSOCOM) and its components and units in accordance with Section C, the Performance Work Statement (PWS). FOB: Destination	UNDEFINED	Lot		NSP
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001	Unit Lab Coordinator FFP The Unit Lab Coordinator (ULC) shall provide day-to-day support of the unit language lab as specified in Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002	Administrative / Technical Assistant FFP The Administrative / Technical Assistant shall provide resource and facilities support as specified in Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003	Foreign Language Training FFP The contractor shall provide foreign language training in accordance with Section C, the PWS to include basic, intermediate, and advanced language training; survival language training; and sustainment and enhancement language training. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004	Advanced Distributed Learning FFP The contractor shall provide advanced distributed learning (distant learning) foreign language training in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005	ISO-Immersion Language & Cultural Trng FFP The contractor shall provide ISO-immersion foreign language and cultural training in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006	Live Environmental Training / Immersion FFP The contractor shall provide live environmental training (LET) / immersion foreign language and cultural training in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2007	Role Playing FFP The contractor shall provide role playing in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2008	Block Hour / Tutoring Training LH	UNDEFINED	Labor Hours	UNDEFINED	UNDEFINED
The contractor shall provide block hour / tutoring foreign language and cultural training in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6.					
FOB: Destination					
TOT MAX PRICE					\$0.00 TBN

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2009	Travel COST	UNDEFINED	Cost	UNDEFINED	UNDEFINED
The contractor shall Travel in accordance with Section C, the PWS and the Joint Travel Regulation (JTR). No fee or additional charges are allowed.					
FOB: Destination					
MAX COST					UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2010	Other Direct Costs COST	UNDEFINED	Cost	UNDEFINED	UNDEFINED
The contractor shall provide other services as needed in accordance with Section C, the PWS.					
FOB: Destination					
MAX COST					UNDEFINED

Ordering Period THREE (15 Jul 09 - 14 Jul 10)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3000	USSOCOM Language and Cultural Training FFP Ordering Period THREE (15 Jul 09 - 14 Jul 10). The contractor shall provide and manage foreign language and cultural training in support of US Special Operations Command (USSOCOM) and its components and units in accordance with Section C, the Performance Work Statement (PWS). FOB: Destination	UNDEFINED	Lot		NSP
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001	Unit Lab Coordinator FFP The Unit Lab Coordinator (ULC) shall provide day-to-day support of the unit language lab as specified in Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002	Administrative / Technical Assistant FFP	UNDEFINED	Lot	UNDEFINED	UNDEFINED
<p>The Administrative / Technical Assistant shall provide resource and facilities support as specified in Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination</p>					
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003	Foreign Language Training FFP	UNDEFINED	Lot	UNDEFINED	UNDEFINED
<p>The contractor shall provide foreign language training in accordance with Section C, the PWS to include basic, intermediate, and advanced language training; survival language training; and sustainment and enhancement language training. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination</p>					
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004	Advanced Distributed Learning FFP The contractor shall provide advanced distributed learning (distant learning) foreign language training in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
MAX NET AMT					UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3005	ISO-Immersion Language & Cultural Trng FFP The contractor shall provide ISO-immersion foreign language and cultural training in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
MAX NET AMT					UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3006	Live Environmental Training / Immersion FFP The contractor shall provide live environmental training (LET) / immersion foreign language and cultural training in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3007	Role Playing FFP The contractor shall provide role playing in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3008		UNDEFINED	Labor Hours	UNDEFINED	UNDEFINED
	Block Hour / Tutoring Training LH				
	The contractor shall provide block hour / tutoring foreign language and cultural training in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6.				
	FOB: Destination				
				TOT MAX PRICE	\$0.00 TBN

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3009		UNDEFINED	Cost	UNDEFINED	UNDEFINED
	Travel COST				
	The contractor shall Travel in accordance with Section C, the PWS and the Joint Travel Regulation (JTR). No fee or additional charges are allowed.				
	FOB: Destination				
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3010		UNDEFINED	Cost	UNDEFINED	UNDEFINED
	Other Direct Costs COST				
	The contractor shall provide other services as needed in accordance with Section C, the PWS.				
	FOB: Destination				
				MAX COST	UNDEFINED

Ordering Period FOUR (15 Jul 10 - 14 Jul 11)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4000	USSOCOM Language and Cultural Training FFP Ordering Period FOUR (15 Jul 10 - 14 Jul 11). The contractor shall provide and manage foreign language and cultural training in support of US Special Operations Command (USSOCOM) and its components and units in accordance with Section C, the Performance Work Statement (PWS). FOB: Destination	UNDEFINED	Lot		NSP
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001	Unit Lab Coordinator FFP The Unit Lab Coordinator (ULC) shall provide day-to-day support of the unit language lab as specified in Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002	Administrative / Technical Assistant FFP The Administrative / Technical Assistant shall provide resource and facilities support as specified in Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003	Foreign Language Training FFP The contractor shall provide foreign language training in accordance with Section C, the PWS to include basic, intermediate, and advanced language training; survival language training; and sustainment and enhancement language training. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004	Advanced Distributed Learning FFP The contractor shall provide advanced distributed learning (distant learning) foreign language training in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4005	ISO-Immersion Language & Cultural Trng FFP The contractor shall provide ISO-immersion foreign language and cultural training in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4006	Live Environmental Training / Immersion FFP The contractor shall provide live environmental training (LET) / immersion foreign language and cultural training in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4007	Role Playing FFP The contractor shall provide role playing in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4008		UNDEFINED	Labor Hours	UNDEFINED	UNDEFINED
	Block Hour / Tutoring Training LH				
	The contractor shall provide block hour / tutoring foreign language and cultural training in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6.				
	FOB: Destination				
				TOT MAX PRICE	\$0.00 TBN

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4009		UNDEFINED	Cost	UNDEFINED	UNDEFINED
	Travel COST				
	The contractor shall Travel in accordance with Section C, the PWS and the Joint Travel Regulation (JTR). No fee or additional charges are allowed.				
	FOB: Destination				
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4010		UNDEFINED	Cost	UNDEFINED	UNDEFINED
	Other Direct Costs COST				
	The contractor shall provide other services as needed in accordance with Section C, the PWS.				
	FOB: Destination				
				MAX COST	UNDEFINED

Ordering Period FIVE (15 Jul 11 - 14 Jul 12)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5000	USSOCOM Language and Cultural Training FFP Ordering Period FIVE (15 Jul 11 - 14 Jul 12). The contractor shall provide and manage foreign language and cultural training in support of US Special Operations Command (USSOCOM) and its components and units in accordance with Section C, the Performance Work Statement (PWS). FOB: Destination	UNDEFINED	Lot		NSP
				MAX NET AMT	<hr/> \$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5001	Unit Lab Coordinator FFP The Unit Lab Coordinator (ULC) shall provide day-to-day support of the unit language lab as specified in Section C, the PWS. Task Order pricing will be based on the rates established in Section J. Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	<hr/> UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5002	Administrative / Technical Assistant FFP	UNDEFINED	Lot	UNDEFINED	UNDEFINED

The Administrative / Technical Assistant shall provide resource and facilities support as specified in Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6.
 FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5003	Foreign Language Training FFP	UNDEFINED	Lot	UNDEFINED	UNDEFINED

The contractor shall provide foreign language training in accordance with Section C, the PWS to include basic, intermediate, and advanced language training; survival language training; and sustainment and enhancement language training. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6.
 FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5004	Advanced Distributed Learning FFP The contractor shall provide advanced distributed learning (distant learning) foreign language training in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5005	ISO-Immersion Language & Cultural Trng FFP The contractor shall provide ISO-immersion foreign language and cultural training in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5006	Live Environmental Training / Immersion FFP The contractor shall provide live environmental training (LET) / immersion foreign language and cultural training in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5007	Role Playing FFP The contractor shall provide role playing in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5008	Block Hour / Tutoring Training LH	UNDEFINED	Labor Hours	UNDEFINED	UNDEFINED
The contractor shall provide block hour / tutoring foreign language and cultural training in accordance with Section C, the PWS. Task Order pricing will be based on the rates established in Section J, Attachment 5 and 6.					
FOB: Destination					
TOT MAX PRICE					\$0.00 TBN

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5009	Travel COST	UNDEFINED	Cost	UNDEFINED	UNDEFINED
The contractor shall Travel in accordance with Section C. the PWS and the Joint Travel Regulation (JTR). No fee or additional charges are allowed.					
FOB: Destination					
MAX COST					UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5010	Other Direct Costs COST	UNDEFINED	Cost	UNDEFINED	UNDEFINED
The contractor shall provide other services as needed in accordance with Section C, the PWS.					
FOB: Destination					
MAX COST					UNDEFINED

Transition Support

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6000 OPTION	Transition Language and Cultural Trng FFP The contractor shall provide transition support for foreign language and cultural training as required in accordance with Section C, the PWS not to exceed 60 days. Pricing will be based on the rates established in Section J, Attachment 5 and 6. FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

Contract Data Requirements List

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7000	Contract Data Requirements List FFP The contractor shall provide reports and information in accordance with the Contract Data Requirements Lists (CDRLs) in Section J, Attachment 1. This CLIN applies to all ordering periods and the transition period. FOB: Destination	UNDEFINED	Lot		NSP
				MAX NET AMT	\$0.00

SECTION C
PERFORMANCE WORK STATEMENT (PWS)

C.1 FOREIGN LANGUAGE TRAINING FOR UNITED STATES SPECIAL OPERATIONS COMMAND (USSOCOM) ACTIVE AND RESERVE COMPONENTS

C.1.1 INTRODUCTION. United States Special Operations Command (USSOCOM) is a unified combatant command of the Department of Defense (DoD). USSOCOM is responsible for all Special Operations Forces (SOF) in the Department of Defense. USSOCOM is comprised of a headquarters at MacDill AFB, FL, a USSOCOM Washington Office in Washington DC, Joint Special Operations Command (JSOC) and United States Army Special Operations Command (USASOC) at Fort Bragg, NC; Air Force Special Operations Command (AFSOC) at Hurlburt Field, FL; Marine Corps Forces Special Operations Command (MARSOC); Naval Special Warfare Command (NAVSPECWARCOM) at Coronado, CA. In addition, each Theater Commander has a Special Operations Command (SOC), which participates in theater-related special operations strategy and planning efforts.

C.1.1.1 Background. USSOCOM has an on-going need for foreign language and cultural training for its components. This contract will provide USSOCOM components the ability to order foreign language and cultural training as specified herein. The contractor shall train adult students. This training shall focus on communicative competence in social conversation, general interest, and military topics. Instruction shall include the development of speaking, listening, reading and writing skills required by this Performance Work Statement (PWS) as measured by the Defense Language Proficiency Tests (DLPT) or equivalent test as determined by the Government. Instruction shall be conducted in languages determined by the Government. The emphasis of training shall be on speaking; however, job relevant language terminology and usage in conversation are required in all training. Training shall be based on proficiency- and communicative-oriented linguistic and adult academic educational principles as used in foreign language learning institutions such as the Defense Language Institute Foreign Language Center (DLIFLC) and the Department of State, Foreign Service Institute. The Contracting Officer may order language training for additional organizations if the Contracting Officer determines that the training is related to the Special Operations Mission.

C.1.1.2 General. The contractor shall provide all personnel and services necessary to perform foreign language and cultural training in support of USSOCOM units in Continental United States (CONUS) and Outside the Continental United States (OCONUS). In particular, this contract will cover, at a minimum, training provided to Headquarters, USSOCOM; USASOC to include United States Army John Fitzgerald Kennedy Special Warfare Center and School (USAJFKSWCS) Foreign Language Training Program (FLTP), United States Army Special Forces Command (Airborne) (USASFC(A)) to include 3rd, 5th, 7th, 10th, 19th, and 20th Special Forces Groups; 4th Psychological Operations Group (A); 95th Civil Affairs Brigade (A);

NAVSPECWARCOM to include Naval Special Warfare Groups One, Two, Three, and Four, Naval Special Warfare Center, Naval Small Craft Instruction and Technical Training (NAVSCIATTS), and Naval Special Warfare Development Group; AFSOC to include U.S. Air Force Special Operations School, 6th Special Operations Squadron (SOS), 720th Special Tactics Group and 353rd Special Operations Group (SOG); and Marine Special Operations Command (MARSOC) to include Marine Special Operations Battalions (MSOB) East and West, Foreign Military Training Unit (FMTU), and Marine Special Operations Support Group (MSOSG) as defined in this PWS and individual task orders. The Contractor may also provide personnel and support for 1st Battalion, 1st Special Forces Group (A), Okinawa, Japan; 1st Battalion, 10th Special Forces Group (A), Stuttgart, Germany; and other units as determined by USSOCOM.

C.1.1.3 Authorized Students. Students may be personnel from all military services, reserve components, or authorized Government civilian personnel. Prior to the scheduled class, the training unit shall furnish a class roster.

C.1.2 LANGUAGE CLASSIFICATION AND DIFFICULTY LEVEL. The DOD categorizes languages according to the difficulty of the language for a native English speaker to learn. Category I is the easiest and Category IV is the most difficult. The following are the minimum language training requirements for USSOCOM components listed by categories. High-density (HD) languages are commonly taught while Low-density (LD) languages are less commonly taught. Other languages may be required based on [REDACTED] requirements.

Category I	Category II	Category III	Category IV
French (HD)	German (LD)	Czech (LD)	Arabic Modern (HD)
Haitian-Creole (LD)	Indonesian (LD)	Dari (LD)	Chinese-Mandarin (LD)
Italian (LD)	Malay (LD)	Greek (LD)	Korean (HD)
Portuguese (LD)	Romanian (LD)	Hungarian (LD)	Japanese (LD)
Spanish (HD)		Kurdish (LD)	
		Laotian (LD)	
		Persian-Farsi (HD)	
		Polish (LD)	
		Pashto (LD)	
		Russian (HD)	
		Serbian-Croatian (LD)	
		Swahili (LD)	
		Tagalog (HD)	
		Thai (LD)	
		Turkish (LD)	
		Urdu (LD)	
		Vietnamese (LD)	

C.1.2.1 USAJFKSWCS. The following are the minimum language training requirements for USAJFKSWCS resident training (initial acquisition training) listed by categories. Other languages may be required based on emerging mission requirements.

Category I	Category II	Category III	Category IV
French (HD)	German (LD)	Dari (LD)	Arabic Modern (HD)
Portuguese (LD)	Indonesian (LD)	Persian-Farsi (HD)	Korean (HD)

Category I	Category II	Category III	Category IV
Spanish (HD)		Pashto (LD)	Iraqi (LD)
		Russian (HD)	
		Serbian-Croatian (LD)	
		Tagalog (HD)	
		Thai (LD)	
		Turkish (LD)	

C.1.3 TRAINING TYPES, VENUES, AND PURPOSES. The purpose of the training runs the spectrum from providing global language proficiency to mission and military specialty specific proficiency and from basic or survival level proficiency through professional level proficiency. Training may focus on sustaining baseline proficiency, preparing personnel for a proficiency test, increasing individuals' proficiency. Training types include initial acquisition training (IAT), survival training, and sustainment and enhancement training (SET). Venues include a physical classroom, a virtual classroom (this is the realm of Advanced Distributed Learning or ADL), a geographic region where the target language is spoken (Live Environment Training or LET), or a LET in a simulated target region (isolated immersion or iso-immersion). Training shall be conducted in the evenings and on weekends if ordered. The Contractor shall employ the most modern proficiency-based strategies and methodologies to include the use of technology for second language training. The contractor shall ensure that the methods of delivery satisfy the training needs of units served by this contract.

C.1.3.1 Initial Acquisition Training. The Contractor shall provide IAT. IAT is training designed for personnel with no measurable proficiency in the target language. This training shall be conducted at a site specified by the Government. IAT shall include military terminology as specified by Government.

C.1.3.1.1 Initial Acquisition Training at USAJFKSWCS. This IAT is conducted under two training strategies. In the "legacy course" strategy Soldiers train in the classroom in a single block consisting of six instructor contact hours (ICH) per day, five days per week for 18 weeks (CAT I and II languages) and 24 weeks (CAT III and IV languages). In the Special Forces Qualification Course (SFQC) "pipeline" training strategy, soldiers train in the classroom in a three blocks with varied ICH in each block and via ADL.

C.1.3.1.2 Survival, Predeployment, and Headstart is basic IAT courses conducted to provide the students with the minimum language and cultural essentials to function in the target region. Pre-Deployment classes normally require a specified amount of military terminology and basic introduction phrases. Class hours and frequency of Pre-Deployment Training are based upon unit needs and time available. These classes normally focus on speaking relating to specific tasks and basic language survival needs. Culture and area studies are frequently part of this training. The unit will specify specific training objectives in the task order. Headstart is normally a 200-hour course of POI that includes basic cultural awareness for a specific regional area. Contractor shall provide as specified by individual task orders.

C.1.3.3 Sustainment and Enhancement Training. Refresher, sustainment, and enhancement training is conducted after completion of initial acquisition training. It is designed to return proficiency to a previously attained level (refresher), maintain or prevent loss of current proficiency (sustainment), or increase proficiency (enhancement). Refresher, sustainment, and enhancement training are taught at basic, intermediate, and advanced level.

C.1.3.4 Live Environment Training. Live Environment Training (LET), is a validated language and cultural immersion training program conducted in a host nation (HN). LET facilitates student's training in their target language offering an opportunity to observe HN traditions and gain a better understanding of its government and history. The Contractor shall provide all services and supplies necessary to provide LET in host nations for language training. Upon completion of training, the Contractor shall provide a Certificate of Course Completion issued by OCONUS Language Institute for each individual completing the training to the individual and copies of the certificates to the COR. The number of hours completed will be entered on the certificate.

C.1.3.4.1 The contractor shall provide each student with the following as specified in the task order: (1) Letters of Invitation; (2) transportation to and from the airport/host family; (3) transportation to and from planned cultural programs, activities, and excursions; and a (4) recommended packing list.

C.1.3.4.2 LET Instructors must be native speaking residents of the HN unless otherwise approved by the Contracting Officer.

C.1.3.4.3 LET Government Furnished Property and Services. The Government will not provide any property or materials for this training unless otherwise specified in the task order. The Government shall provide roundtrip transportation from the unit location to a major air terminal in the host nation city nearest the immersion site for Government personnel attending LET training OCONUS.

C.1.3.4.4 Home-Stay. The contractor shall secure lodging with a home stay family or dormitory for the duration of the immersion session. Students shall not be required to reside with faculty or staff members of the school, or of any educational institution without consent of the student. The home shall be in a low threat environment. The home-stay family shall be native-born nationals of the target country and shall not be required to communicate with the student in the English language. The contractor shall ensure the home stay family provides a receptive family environment and all of the following: (1) a clean, private, well-lit room furnished with a bed (including linens and one pillow) and a desk or table for coursework, with at least 7.5 square meters of ventilated living space. (2) An environment free of any communicable diseases, free of rodents/pests (3) an environment capable of maintaining 65°F (Student is moved to new lodgings if the heating system fails for 24 hours). (4) A clean, indoor flushable toilet that affords privacy. (5) Access to an indoor sink with clean hot and cold running water (Student is moved to new lodgings if the hot water fails for more than 48 hours.) (6) Access to a phone. (7) Access to laundry facilities. (8) Storage space for four one-

liter bottles of water in a refrigerator at 40°F (Refrigerator may not apply in a dormitory setting--contractor will make alternate arrangements). The contractor shall provide alternative living accommodations to the same standards cited above when the family is not available or when illness or death occurs in a family. The living conditions shall be validated and documented by the US Embassy/ Consulate, or U.S. Attaché Liaison Officer, or in the absence of the aforementioned, by the Unit's Preventive Medicine Environmental Health Inspector. This documentation will be provided to the Contracting Officer prior to government award of the Task Order. At the Government's option, the Unit's Preventive Medicine Environmental Health Inspector may validate that the family living in the home is free of any communicable diseases, including TB, and that the home is free of rodents/pests. Inspectors must be able to visibly inspect cupboards and drawers, operation of toilets and showers, all drains, bathing facility, and closets for evidence of insects or rodents.

C.1.3.4.4.1 A description of potential home-stay families in each country, to include: names, location, distance to school, description of house, etc shall be included in the task order proposal.

C.1.3.4.4.2 On the day of the arrival in country, the contractor/home stay family will provide a noon and/or evening meal. On the day of departure, the contractor /home stay family will provide a morning, and if necessary, a noon meal. The contractor will arrange lunch for the students through a local restaurant with a lunch stipend. During the balance of the immersion session, the contractor/home stay family will provide the student with the following: (1) two meals: breakfast and dinner, providing at least 1800 calories per day. (2) Each meal must be balanced with daily servings from each of the four food groups. (3) Drinking and cooking water is either bottled or boiled. (4) All food is subject to inspection by the in-country agent before preparation and considered safe for consumption. Only healthy, refrigerated raw meats and other foods shall be purchased for human consumption. Leftovers shall also be refrigerated. Meat and fish shall be cooked "well done" to kill bacteria and help prevent food poisoning. Crustaceans shall not be consumed in their raw state, but may be consumed after boiling.

C.1.3.4.5 Holidays. The class schedule shall permit students to observe host country national holidays in accordance with local customs. Programmed classroom hours missed as a result of a holiday, shall be reprogrammed as "make-up hours." If a holiday occurs at or near the end of the immersion period and for which there shall be no time remaining to make up the classroom training, make-up hours shall be programmed in the days prior to the holiday.

C.1.3.4.6 Devotional Services. Students shall be afforded an appropriate amount of time for devotional services of their choice.

C.1.3.4.7 Medical. The contractor shall ensure that students understand how to find, access, procure, and pay for medical and dental treatment. The contractor shall make arrangements for each student to have medical and dental access for the duration of

the immersion session. The contractor shall present workable medical evacuation and recall plans for all students in the event of a major emergency.

C.1.3.4.8 Locations. LET locations may include, but are not limited to Argentina, Brazil, Bahrain, Canada, China, Costa Rica, Ecuador, France, Indonesia, Philippines, Russia, and Thailand.

C.1.3.5 Iso-Immersion Training. Iso-immersion language and cultural training is conducted in a controlled, artificial environment intended to closely resemble the target region but conducted in a restricted access area to avoid force protection, travel, and other issues. Iso-immersion training shall be conducted in an isolated training environment with no outside distracters and only in the target language. This training shall be specified in individual task orders for duration and timeframes. The Contractor shall provide all services, facilities and supplies necessary to provide iso-immersion training.

C.1.3.5.1 Facilities. The Government must approve training and billeting facilities used for iso-immersion training.

C.1.3.5.1.1 The training facility shall provide a classroom-type environment with ample lighting, writing desks/tables and standard language classroom equipment (e.g., chalk/wipe board with chalk/markers, cassette/CD player, television with VCR, etc.) Training facility shall provide a quiet and undisturbed environment that is conducive for language training. Training facility shall not be located near or around (200 meters) garbage dumps and industrial plants nor in a location that is disturbed by heavy local noise and distractions (i.e. near an airport, train station, busy road or public transportation facility, etc.).

C.1.3.5.2 Meals. The Contractor shall provide and prepare three (3) meals per 24-hour period. The Contractor shall provide potable tap/bottled water for drinking and cooking water for the students. Meals shall be culturally appropriate unless otherwise specified in the individual task order.

C.1.3.5.3 Training. Training shall be as stipulated in the individual task order. The contractor shall provide tutoring as detailed in individual task orders.

C.1.3.5.4 Materials. The contractor shall provide all materials for individual students and classroom learning unless otherwise specified in the task order. These materials include: textbooks, study aids (e.g. verb conjugation lists/books), reference materials (e.g. bilingual dictionary), paper, pencils/pens, CDs/cassettes with CD/cassette player, overhead projector, chalk/wipe board and optional video tapes/players. All textbooks and cassettes provided by the contractor shall remain the sole property of students.

C.1.3.5.5 Transportation. The Government shall normally provide transportation to the iso-immersion location. However, at times the contractor may need to assist with transportation. The individual task order shall specify the actual requirement.

C.1.3.5.6 End of Course Requirements. The Contractor shall provide the student with course completion certificates. Design of these certificates shall be determined by the Contractor with the concurrence of the Government representative and shall include at a minimum: name of participant, dates of course, name of course and level, and total hours of classroom training.

C.1.3.6 Training Delivered via Advanced Distributive Learning (ADL) Technologies. When required, the Contractor shall provide trainers to support language and cultural training conducted via distributive technologies. This includes training conducted over the telephone, the internet, and conventional and PC-based video-teletraining.

C.1.4 GENERAL ELEMENTS RELATED TO ALL INSTRUCTION. The following general elements are applicable to language instruction.

C.1.4.1 Class Size. Class enrollment limits shall be aligned with the guidelines below unless otherwise specified in the individual task order.

Guidelines:

	<u>Category I & II</u>	<u>Category III & IV</u>
Maximum:	12	12
Optimum:	6	6
Minimum:	1	1

C.1.4.1.1 IAT courses at USAJFKSWCS shall begin with a minimum of six students unless otherwise specified in the task order. If the minimum number of students is not available for a scheduled class the Contractor shall be given a notice to reschedule/cancel the class (excluding weekends and federal holidays) not less than 48 hours prior to the beginning of the instruction. A course could start with a lower number to meet mission requirements. Once the course starts, the class shall only be cancelled at the discretion of the Government.

C.1.4.2 Daily Class Scheduling and Course Cancellations. The normal duty day is in accordance with individual task orders. Classes can be held on evenings, and Saturday and Sunday, if specified in individual task order. Classes shall not be held on National Holidays or on official training holidays, unless specified by the Government.

C.1.4.2.1 Class scheduling will be delineated in each task order. For planning purposes, the Government will strive to provide four (4) weeks notice for new courses of instruction, one (1) week notice of increased or reduced number of sessions in all categories of service required by this contract.

C.1.4.2.2 If it is determined that the minimum number of students is not available for a scheduled class the Contractor shall be given a notice to reschedule/cancel the class (excluding weekends and federal holidays) not less than 48 hours prior to the beginning of the instruction. A course could start with a less than the minimum to meet mission

requirements. An exception can be made at the discretion of the Government. Once the course starts, the class can be cancelled at the discretion of the Government.

C.1.4.2.3 Contractor shall advise the Government representative at the end of the first day of training if the minimum number of students were not present. (This is not applicable for USAJFKSWC classes.)

C.1.4.3 Standard for Classroom Instruction. The contractor shall perform all instructional services with the goal of attaining measurable improvement on the Defense Language Proficiency Test (DLPT) unless otherwise specified in the task order. The proficiency level descriptions can be found at Attachment 3, Section J, Defense Language Institute Foreign Language Center (DLIFLC) for the Interagency Language Roundtable (ILR) Skill Level Descriptions).

C.1.4.3.1 The focus in all classes is on enabling students to converse with foreign nationals in the target language. All other language modalities are secondary unless otherwise specified in the task order. Course methodology should stress active involvement/speaking of all students the vast majority of the time. Use of English should be minimized after the first few class meetings. Certain courses may require a specified amount of military terminology.

C.1.4.3.2 Instructors are teaching adult students at a professional level for the world of work, and must knowledgeable of current strategies and theories that address adult educational principles, and employ them in the classroom.

C.1.4.3.3 Instructors may be required to conduct training based on specific tasks or military situations during classroom training. These hands-on-training exercises and roll plays can entail civil tasks as well.

C.1.4.4 Instruction in Field or Range Settings. Instructors may be required to train students when the students are in field sites to include training areas and ranges out-of-doors if specified in the task order. Normally this type of training focuses on language relating directly to military tasks.

C.1.4.5 Training Hours. The Contractor shall provide language classroom training as specified in individual task orders. Training may be conducted on weekends, holidays, and after normal duty hours as specified in the individual task orders.

C.1.4.6 Course Length. IAT varies in length according to language and specific Programs of Instruction (POI). Course length and hours shall be specified in individual task orders.

C.1.4.7 Language Tutoring. The Contractor shall provide language tutoring as specified in individual task orders.

C.1.4.8 Program of Instruction and Training Materials. The Government shall specify in individual task orders the POI and/or training materials to be used or direct the Contractor to provide a POI and/or materials.

C.1.4.8.1 When the Government specifies that the Contractor provide the POI and/or training materials, the Contractor shall provide the Government with one (1) copy of the POI in English and a set of materials for approval well before class start. At class start, the Contractor shall have sufficient materials to provide each student a copy of course training materials. All language training shall include relevant cultural content. This content should be trained in the target language unless otherwise specified in the task order. The Government shall approve supplemental training materials prior to use in class. Reproduction of class materials shall be outlined in each individual task order.

C.1.4.8.2 If the Government specifies the POI and/or training materials to be used in the task order, the Government shall provide the Contractor copies of the POI and materials in advance of the class. Unless otherwise stated in the task order, all training materials that the contractor furnishes to a student shall become the property of that student.

C.1.4.8.3 Unless otherwise specifically specified in the individual task order, the Contractor shall issue relevant vocabulary in digital format for use the Government licensed CL-150 software and incorporate this in class and home work.

C.1.4.8.4 USAJFKSWSC POI and Training Materials. The Government shall provide the Contractor with the POI, Special Operations Language Training (SOLT) curriculum, and training materials for legacy and pipeline IAT courses conducted by the USAJFKSWCS. The Government may order and require the Contractor to implement a new POI; however, the Contractor is not responsible for the development of new POI.

C.1.4.9 Language Assessment. Each week the Contractor shall evaluate student progress through testing and other assessment instruments, including observation and performance on assignments.

C.1.4.10 Student Progress Report. The Contractor shall prepare a weekly report for each student identifying strengths and weaknesses to the course objectives during that period. The report shall also include an assessment of each student with comments on the student's attitude in the class and work ethic. The report shall be provided to the Performance Monitor or the designated representative. Contract instructors shall academically counsel students in accordance with (IAW) the unit's Standard Operating Procedure (SOP).

C.1.4.11 Course Standards. The instructor shall teach to the proficiency level stated in the individual task order. (For USAJFKSWCS, instructors shall train to 1/1 proficiency level.)

C.1.4.12 Clearance. Under special circumstances for iso-immersion training contract employees shall be required to possess or have the ability to obtain and maintain a Department of Defense SECRET clearance. Contractor shall be notified at the time iso-immersion class order is placed.

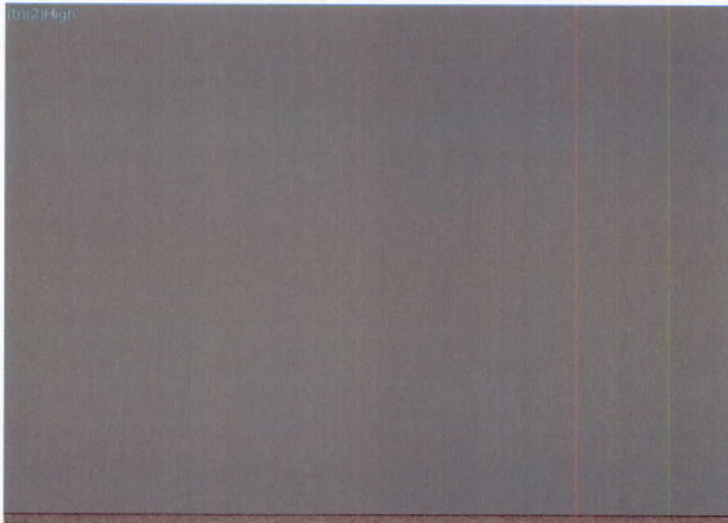
C.1.4.13 Translations. When required to support mission needs, the Contractor shall provide translations in languages specified by the supported unit. Translations may include POI, briefings, and other military documents such as operations orders. These translations may also include certificates for military records. This does not include any document that could be used in a court of law (e.g. birth certificates, marriage certificates, divorce papers, custody papers, school transcripts, etc). Requests for notarized copies of translations or for translations of court related documents shall not be honored. Instructors performing translation duties under the auspices of this contract are neither certified nor specifically trained to perform such services.

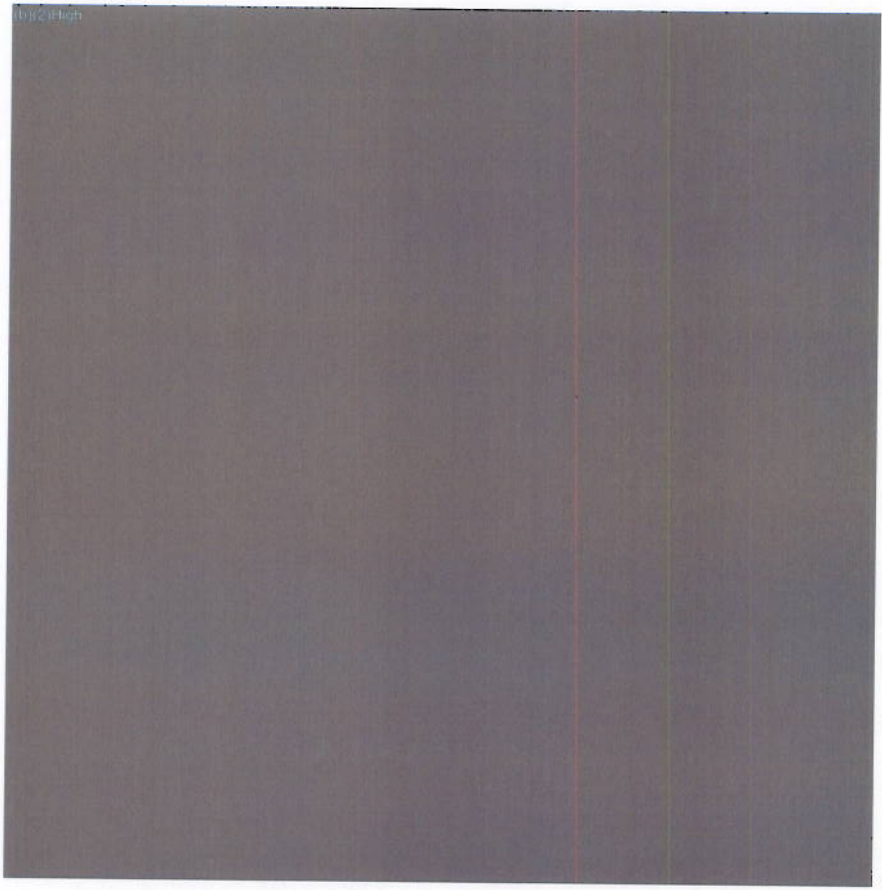
C.1.4.14 Role Playing. Role playing in direct support of language training is authorized by task order execution. Role Playing outside of direct language training can be executed on a task order with the appropriate O&M funding (Army, Navy, Air Force and Marines).

C.1.5 LANGUAGE TRAINING FACILITIES. Individual task orders shall specify the training facilities to be used. The Contractor shall provide classrooms if specified in the task order.

C.1.5.1 United States Special Operations Command. The contractor shall be prepared to support training at HQ, USSOCOM, its components, the Theater Special Operations Commands, and other sites as defined on a task order basis.

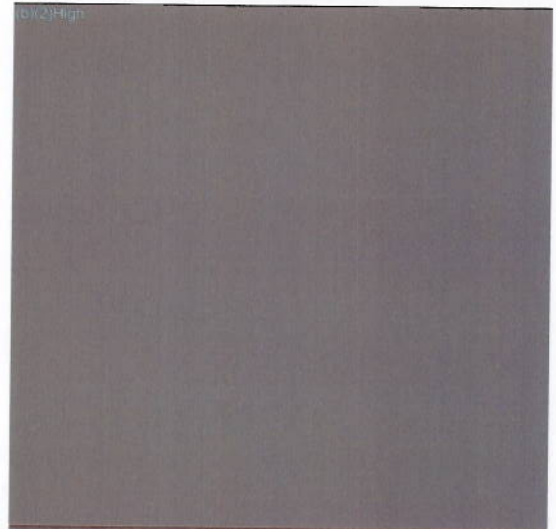
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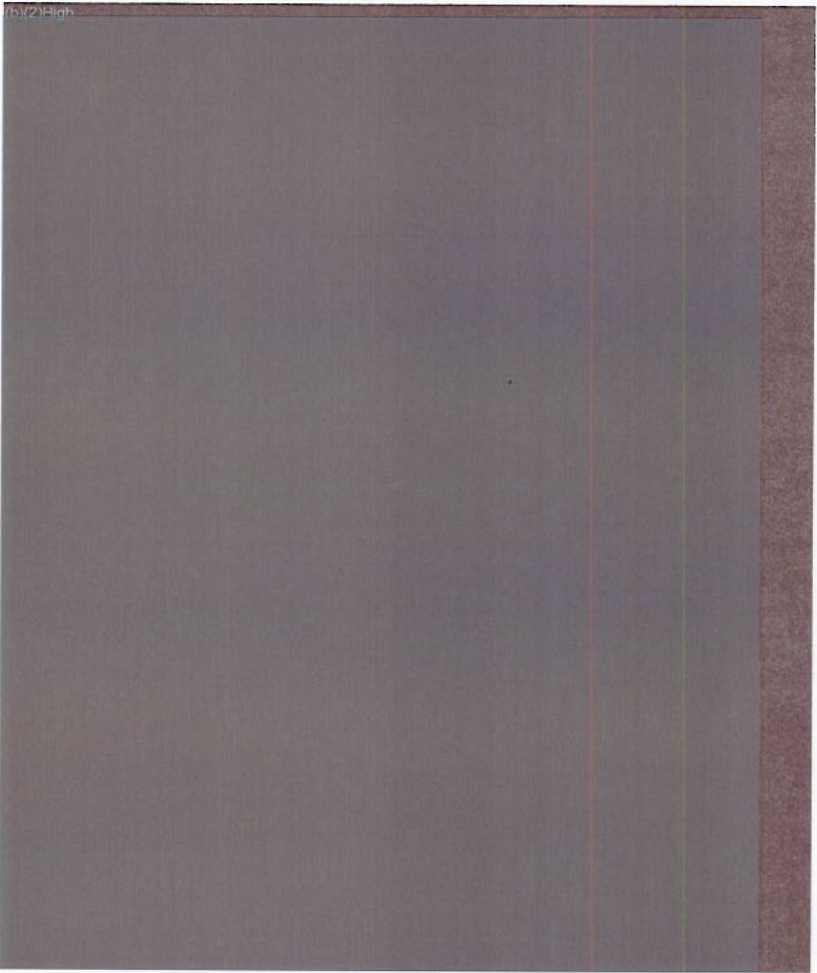




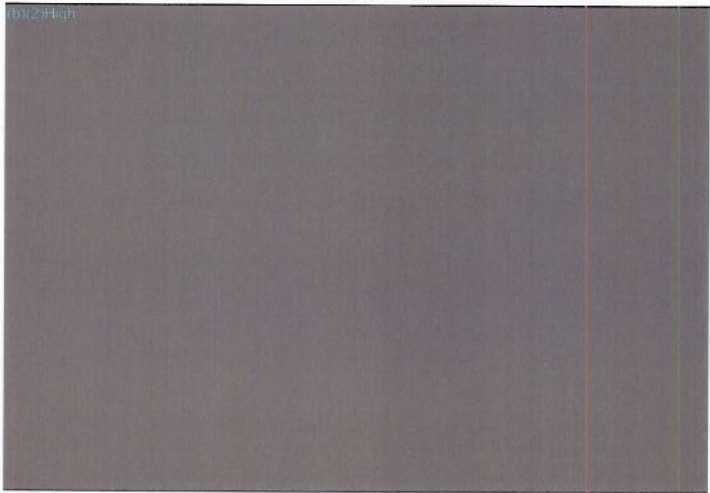
Note: Subject to availability of classroom space, other building locations may be designated for foreign language instruction.

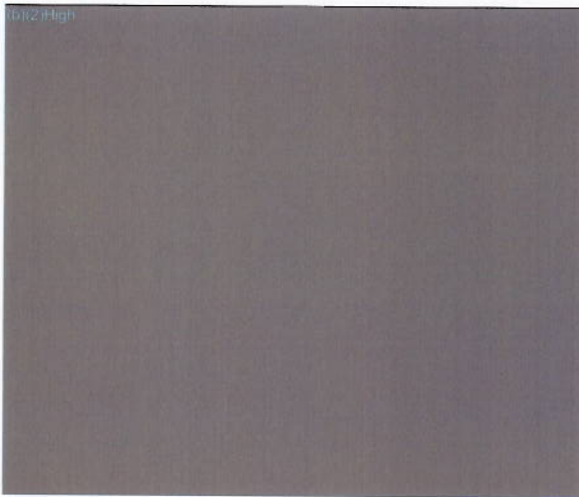
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C.1.5.1.4

Camp Pendelton, CA

Camp Lejeune, NC

Training afloat

C.1.6 ESTIMATED FOREIGN LANGUAGE TRAINING REQUIREMENTS. The following languages shall be provided through the level 2 proficiency as stated in Army Regulation (AR) 350-20 and measured by the DLPT. The proficiency must be in speaking, listening, and reading. The length of the courses shall vary depending on the language and ability of students. Language of instructions is listed below. The Government may order short notice language training with improvised courseware for [redacted]. The Contractor shall be prepared to provide a qualified instructor within 96 hours of notification.

C.1.6.1 USASOC

C.1.6.1.1 USAJFKSWCS.

<u>Projected Classes</u>	<u>Category</u>	<u>Type</u>	<u>Estimated Number of Classes</u>	<u>Total Length in weeks</u>	<u>Total Length of Classes x Number of Weeks</u>
Arabic-Modern	IV	Basic	16	24	384
Arabic-Modern	IV	Basic	32	3	96
Arabic-Modern	IV	Basic	32	2	64
Arabic-Modern	IV	Basic	32	15	480
Chinese-Mandarin	IV	Basic	4	24	96
Chinese-Mandarin	IV	Basic	6	3	18

Chinese-Mandarin	IV	Basic	6	2	12
French	I	Basic	16	18	288
French	I	Basic	30	3	90
French	I	Basic	30	2	60
French	I	Basic	30	9	270
German	II	Basic	8	18	144
Indonesian	II	Basic	4	18	72
Indonesian	II	Basic	8	3	24
Indonesian	II	Basic	8	2	16
Indonesian	II	Basic	8	9	72
Korean	IV	Basic	4	24	96
Korean	IV	Basic	8	3	24
Korean	IV	Basic	8	2	16
Korean	IV	Basic	8	15	120
Persian-Farsi	III	Basic	4	24	96
Persian-Farsi	III	Basic	8	3	24
Persian-Farsi	III	Basic	8	2	16
Persian-Farsi	III	Basic	8	15	120
Russian	III	Basic	4	24	96
Russian	III	Basic	8	3	24
Russian	III	Basic	8	2	16
Russian	III	Basic	8	15	120
Spanish	I	Basic	12	18	216
Spanish	I	Basic	30	3	90
Spanish	I	Basic	30	2	60
Spanish	I	Basic	30	9	270
Tagalog	III	Basic	4	24	96
Tagalog	III	Basic	6	3	18
Tagalog	III	Basic	6	2	12

C.1.6.1.2 4th Psychological Operations Group (Airborne)

<u>Projected Classes</u>	<u>Category</u>	<u>Type</u>	<u>Estimated Hours of Instruction</u>
Arabic-Modern	IV	Intermediate	360
Arabic-Modern	IV	Advanced	160
Chinese Mandarin	IV	Intermediate	360
French	I	Intermediate	360
French	I	Advanced	160
German	II	Intermediate	320
Korean	IV	Intermediate	360
Korean	IV	Advanced	160
Indonesian	II	Intermediate	360
Persian-Farsi	III	Intermediate	360
Portuguese	I	Intermediate	360
Russian	III	Intermediate	360
Russian	III	Advanced	160
Serbo-Croatian	III	Intermediate	360
Spanish	I	Basic	360

Spanish	I	Intermediate	360
Spanish	II	Advanced	360
Tagalog	III	Intermediate	360
Thai	III	Intermediate	360

C.1.6.1.3 3rd Special Forces Group (Airborne).

<u>Projected Classes</u>	<u>Category</u>	<u>Type</u>	<u>Estimated Hours of Instruction</u>
Arabic-Modern	IV	Survival	1440
Arabic-Modern	IV	Advanced	240
French	I	Basic	2880

C.1.6.1.4 5th Special Forces Group (Airborne).

<u>Projected Classes</u>	<u>Category</u>	<u>Type</u>	<u>Estimated Hours of Instruction</u>
Arabic-Modern	IV	Basic	960
Arabic-Modern	IV	Basic	960
Arabic-Modern	IV	Basic	480
Arabic-Modern	IV	Advanced	960
Persian-Farsi	III	Basic	720
Persian-Farsi	III	Basic	480
Persian-Farsi	III	Advanced	480
Pushtu	III	Basic	1200
Russian	III	Basic	960
Russian	III	Basic	480
Russian	III	Advanced	480

C.1.6.1.5 7th Special Forces Group (Airborne).

<u>Projected Classes</u>	<u>Category</u>	<u>Type</u>	<u>Estimated Hours of Instruction</u>
Portuguese	I	Intermediate	1440
Spanish	I	Intermediate	2880

C.1.6.1.6 10th Special Forces Group (Airborne).

<u>Projected Classes</u>	<u>Category</u>	<u>Type</u>	<u>Estimated Hours of Instruction</u>
Arabic	IV	Basic	3000
Russian	III	Intermediate	1200
Russian	III	Advanced	240
German	II	Intermediate	480
German	II	Advanced	240
French	I	Intermediate	480

C.1.6.1.7 19th Special Forces Group (A)

<u>Projected Classes</u>	<u>Category</u>	<u>Type</u>	<u>Estimated Hours of Instruction</u>
Arabic	IV	Basic	240
Indonesian	II	Basic	480
Thai	III	Basic	480
French	I	Basic	240

C.1.6.1.8 20th Special Forces Group (A)

<u>Projected Classes</u>	<u>Category</u>	<u>Type</u>	<u>Estimated Hours of Instruction</u>
Arabic	IV	Basic	480
Spanish	I	Basic	480

C.1.6.2. NAVSPECWARCOM

C.1.6.2.1 Naval Special Warfare Group ONE & Naval Special Warfare Center (San Diego, CA).

<u>Projected Classes</u>	<u>Category</u>	<u>Type</u>	<u>Estimated Hours of Instruction</u>
Arabic-Modern	IV	Basic	750
Arabic-Modern	IV	Intermediate	200
Arabic-Modern	IV	Advanced	100
Arabic-Iraqi (Gulf)	IV	Basic	200
Arabic-Iraqi (Gulf)	IV	Intermediate	200
Chinese-Mandarin	IV	Basic	100
Chinese-Mandarin	IV	Intermediate	100
French	I	Basic	200
French	I	Intermediate	200
Indonesian	II	Basic	100
Indonesian	II	Intermediate	100
Japanese	IV	Basic	100
Japanese	IV	Intermediate	100
Korean (Hongul)	IV	Intermediate	100
Persian-Farsi	III	Intermediate	100
Russian	III	Basic	100
Russian	III	Intermediate	100
Spanish	I	Intermediate	200
Tagalog	III	Basic	250
Tagalog	III	Intermediate	100
Thai	I	Basic	100

C.1.6.2.1.1 Naval Special Warfare Unit ONE (Guam).

<u>Projected Classes</u>	<u>Category</u>	<u>Type</u>	<u>Estimated Hours of Instruction</u>
Arabic-Modern	IV	Basic	100
Chinese-Mandarin	IV	Basic	100
French	I	Basic	100
French	I	Intermediate	100
Indonesian	II	Basic	100
Indonesian	II	Intermediate	100
Russian	III	Basic	100
Spanish	I	Intermediate	100
Tagalog	III	Basic	100
Visayan-Cebuano	III	Beginner	100

C.1.6.2.1.2 Naval Special Warfare Unit THREE (Bahrain/Qatar).

<u>Projected Classes</u>	<u>Category</u>	<u>Type</u>	<u>Estimated Hours of Instruction</u>
Arabic-Modern	IV	Basic	200
Arabic-Modern	IV	Intermediate	150
Arabic-Iraqi (Gulf)	IV	Basic	150
Arabic-Iraqi (Gulf)	IV	Intermediate	100
Chinese-Mandarin	IV	Basic	100
French	I	Basic	100
French	I	Intermediate	100
Persian-Farsi	III	Basic	100
Persian-Farsi	III	Intermediate	100
Russian	III	Basic	100
Russian	III	Intermediate	100
Spanish	I	Intermediate	100
Tagalog	III	Basic	100
Tagalog	III	Intermediate	100

C.1.6.2.1.3 Detachment Panama City, FL (NSWCEN)

<u>Projected Classes</u>	<u>Category</u>	<u>Type</u>	<u>Estimated Hours of Instruction</u>
Arabic-Modern	IV	Basic	100
Arabic-Modern	IV	Intermediate	100
French	I	Intermediate	100
Russian	III	Basic	100
Spanish	I	Basic	100
Spanish	I	Intermediate	100

C.1.6.2.1.4 Various OCONUS Locations (Philippines, Indonesia, Malaysia, South Korea, and other countries as required)

<u>Projected Classes</u>	<u>Category</u>	<u>Type</u>	<u>Estimated Hours of Instruction</u>	<u>Location</u>
Indonesian	II	Basic	100	Jakarta
Indonesian	II	Intermediate	100	Jakarta
Korean (Hongul)	IV	Basic	100	Seoul
Malay	II	Basic	100	Kuala Lumpur
Malay	II	Intermediate	100	Kuala Lumpur
Tagalog	III	Basic	200	Manila
Tagalog	III	Intermediate	100	Manila
Tausug	III	Intermediate	100	Manila
Visayan-Cebuano	III	Beginner	100	Manila
Visayan-Cebuano	III	Intermediate	100	Manila

C.1.6.2.2 Naval Special Warfare Group TWO.

<u>Projected Classes</u>	<u>Category</u>	<u>Type</u>	<u>Estimated Number of Classes</u>	<u>Total Length in weeks</u>	<u>Total Length of Classes x Number of Weeks</u>
Arabic-Modern	IV	Basic	4	9	36
Arabic-Iraqi	IV	Familiar	6	2	12
French	I	Basic	4	12	48
French	I	Intermediate	4	12	48
Portuguese-Brazilian	I	Basic	2	9	18
Persian-Farsi	III	Basic	2	9	18
Spanish	I	Basic	4	12	48
Spanish	I	Intermediate	4	12	48
Spanish	I	Advanced	2	12	24

C.1.6.2.3 Naval Special Warfare Group THREE. See C.1.6.2.1 – same list is applicable.

C.1.6.2.4 Naval Special Warfare Group FOUR.

<u>Projected Classes</u>	<u>Category</u>	<u>Type</u>	<u>Estimated Hours of Instruction</u>
French	I	Basic	270
Spanish	I	Basic	810
Spanish	I	Advanced	420

C.1.6.2.5 Naval Special Warfare Center. NAVSCIATTS (Naval Small Craft Instruction and Technical Training, Stennis, MS)

<u>Projected</u>	<u>Estimated Hours</u>
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<u>Classes</u>	<u>Category</u>	<u>Type</u>	<u>of Instruction</u>
Spanish	I	Basic	360
Spanish	I	Intermediate	480
Spanish	I	Advanced	360

C.1.6.3 Air Force Special Operations Command.

<u>Projected Classes</u>	<u>Category</u>	<u>Type</u>	<u>Estimated Hours of Instruction</u>
Arabic	IV	Basic	720
Arabic	IV	Intermediate	480
French	I	Basic	720
French	I	Intermediate	360
German	II	Basic	720
German	II	Intermediate	240
Korean	IV	Basic	720
Korean	IV	Intermediate	240
Korean	IV	Advanced	240
Polish	III	Basic	360
Polish	III	Intermediate	120
Russian	III	Basic	720
Russian	III	Intermediate	240
Spanish	I	Basic	1080
Spanish	I	Intermediate	360
Spanish	I	Advanced	240
Thai	III	Basic	1080
Thai	III	Intermediate	360

C.1.6.4 MARSOC

<u>Projected Classes</u>	<u>Category</u>	<u>Type</u>	<u>Estimated Hours of Instruction</u>
Arabic-Modern	IV	Basic	1000
Arabic-Modern	IV	Intermediate	1000
French	I	Basic	1000
French	I	Intermediate	1000
Russian	I	Basic	1000
Russian	III	Intermediate	1000
Spanish	I	Basic	1000
Spanish	I	Intermediate	1000

C.1.7 PERSONNEL. The Contractor shall provide the Management and Administrative/Technical support for the language laboratories/instructors.

C.1.7.1 Management functions. The Contractor shall provide the following management functions in support of this requirement.

C.1.7.1.1 Managing this comprehensive language services program; overall supervision and coordination of work required under this contract.

C.1.7.1.2 Maintaining the continuity of the contracted work force for the duration of this contract and supervise all support services provided to the Government.

C.1.7.1.3 Recruiting, screening, and hiring of instructor and administrative staff and orientation of all new employees. The contractor shall provide the names and social security numbers of all new/potential instructors to the appropriate Contracting Officer's Representative (COR), in order to conduct an independent background check. Contractor will retain I-9 Forms and supporting documents on all instructors to ensure proper immigration screening and currency is maintained. The Contractor shall ensure all hiring personnel (Contractor and sub-contractor) are trained to identify fraudulent identification documents annually and prior to any contact with new/potential employees. For USAJFKSWCS, the contractor shall provide results of a national background security check (versus a local background check).

C.1.7.1.4 Supervising and evaluating all personnel to include observing and evaluating foreign language instructors, and managing the classroom and methodology at all training sites.

C.1.7.1.5 The Contractor shall provide pre-service and in-service instructor training at all training sites, as required and provide verification of certification upon request. For USAJFKSWCS, contractor instructors shall also participate in a three-day minimum government-provided training on using Special Operations Language Training curriculum/products.

C.1.7.1.6 Management Contractor Personnel. All Management Contractor personnel shall have the following qualifications:

C.1.7.1.7 A Bachelors Degree in Business or Education from an accredited college or university.

C.1.7.1.8 Possess and maintain a Department of Defense SECRET clearance.

C.1.7.1.9 The Contractor shall submit a copy of resumes and supporting documents as requested to substantiate required education, experience, and security clearances in the technical proposal.

C.1.7.2 Administrative/Technical Functions. The Contractor shall provide customer service, staff support, and resource/facilities functions as follows:

C.1.7.2.1 The Contractor shall provide customer service support including assisting students in the selection and checkout of materials, orientation to the use of language facility equipment.

C.1.7.2.2 The Contractor shall provide staff and instructor support with such administrative functions as copying support, typing, duplication of classroom materials such as audio and video media, classroom set up and tear down, arranging for supplies, training aid support and other tasks of this nature.

C.1.7.2.3 The Contractor shall monitor the use of the language facility, computer lab/language lab.

C.1.7.2.4 The Contractor shall maintain and manage the distribution of an extensive inventory of training media, publications and equipment to include intake, shelving and warehousing. The contractor shall provide the government an inventory of all materials available.

C.1.7.2.5 The Contractor shall generate word-processed or data based reports on attendance, inventories, scheduling, etc.

C.1.7.2.6 The Contractor shall have expertise in Automated Visual (AV) technologies, to include general multi-media equipment, laminator/poster makers, media duplicating equipment, language lab equipment, satellite communications equipment, and video cameras.

C.1.7.2.7 Expertise in commonly applied automation and information systems operating principles. Practical working knowledge of computer systems, hardware and software.

C.1.7.2.8 Expertise in the installation and use of MS Office and other data base management programs, educational and foreign language software; experience with foreign fonts. The Contractor shall review and test software packages for potential use in projects as specified in task orders. For USAJFKSWCS, the contractor shall be skilled in using on-line learning management system (LMS) or life-long-learning center (LLLC) type technologies for instructional delivery, curriculum, and test inventory management.

C.1.7.2.9 Course/Instructor Evaluations. The Contractor shall use the Instructor/Course Observation Checklist in Section C, Attachment 1, to conduct course/instructor evaluations. Any recommended changes to this form must be approved by the Contracting Officer prior to use or implementation.

C.1.7.3 Unit Lab Coordinator (ULC). The Contractor unit lab coordinators (ULC) are provided as needed by units and specified in the task orders. The ULC shall provide the following functions in support of this requirement.

C.1.7.3.1 Day-to-day operation of the language lab, monitoring its use, and, in the absence of other staff, of overseeing all aspects of the delivery of lessons in accordance with the established teaching principles and the standards set for in the USSOCOM contract and Quality Assurance Plan. The ULC provides support with such administrative functions as inspecting, maintaining, and installing all unit language

training automated data processing and audio visual equipment (this includes loading software and drivers, set-up, connectivity, and installation), copying, typing, duplication of classroom materials (audio, audio-visual, paper, and training/job aids), classroom set up and tear down, arranging for supplies, training aid support and other tasks of this nature.

C.1.7.3.2 Customer service support including assisting students in the selection and checkout of materials, and orientation to the use of language facility equipment as well as assisting instructors in the usage of the computers and software, identify defective equipment, identify lost or stolen equipment, electronic tracking system for hardware, software and materials, etc.

C.1.7.3.3 Data input to a spreadsheet or database designed for tracking language and cultural training. Data will be provided by the CLPM.

C.1.7.3.4 Integration of learning technology via multi-media equipment, laminator/poster makers; tape, duplicating equipment, language lab equipment, satellite communications equipment and video cameras into teaching programs if required by the curriculum. Installing and using MS Office or other data base management program, as well as educational and foreign language software.

C.1.7.3.5 Work with staff instructors and Units to develop POIs and oversee development of specialized study plans and/or materials.

C.1.7.3.6 Make the pre-service training program available to the Government for review. Allows Government representatives to observe the operation of the pre-service training program at any time. The ULC notifies the Government 30 days in advance of a scheduled Pre-Service Training. The ULC is also responsible for orientation briefing of all instructors before assuming classroom duties.

C.1.7.3.7 The ULC provides to the Class leader the Students Questionnaire/ Critiques regarding the performance of the foreign language instructor; these documents are delivered directly to ULC or to COR from the Class leader. The ULC will discuss with the instructor the results of these documents.

C.1.7.3.8 Student records and profile cards maintenance as required or requested ensuring both are up-to-date. The ULC provides the COR student enrollment and attendance documents, and completion certificates. The ULC notifies the COR immediately (within 24 hours) of all student, logistics, or instructor problems negatively impacting training.

C.1.7.3.9 Manage and account for all unit language training facility resources to include an extensive inventory of audio and visual materials and hardware. Management includes intake, shelving, issuing, and warehousing.

C.1.7.3.10 Prepare monthly report on enrollments, attendance, student progress, inventories, scheduling, etc using word processing, database or other applicable programs.

C.1.7.3.11 The ULC shall possess and maintain a Department of Defense SECRET clearance. The ULC must have at a minimum of an Interim SECRET at the start of work on this requirement.

C.1.7.4 Instructional Services. The Contractor shall provide instructors capable of teaching second language acquisition to adults on all levels from beginning to intermediate to advance. In addition, instructors shall be adept at working with individuals in a mentoring role as well as with small groups of students. Students in each class may have differing proficiency levels. The contract instructors shall be adept at handling situations where there are various proficiency levels in the same class and developing strategies to meet individual students' needs. The contract instructors shall tailor instruction to the individual needs of the students and to the mission requirements of the Government.

C.1.7.4.1 USAJFKSWCS. The Contractor will conduct classroom instruction in the Colonel Aaron Banks Hall or another location specified in the task order. The schedule may be staggered depending on the availability of classrooms and will run from approximately 0700-1900 daily, except Sundays and Federal holidays.

C.1.7.4.1.1 The Contractor will provide language instruction to pipeline students in the Special Forces Qualification Course in three language training blocks consisting of classroom instruction, tutoring, and Advanced Distributed Learning (ADL).

C.1.7.4.1.2 Block 1. Block 1 includes primarily classroom training consisting of three consecutive five-day weeks. Each day includes six hours of classroom instruction and two hours of additional training/tutoring under instructor supervision. Tutoring will be made available on an as-needed basis as well as some mandatory tutoring.

C.1.7.4.1.3 Block 2. Block 2 includes primarily classroom training consisting of two consecutive six-day weeks (Monday through Saturday). Each day contains six hours of classroom instruction and two hours of additional training/tutoring under instructor supervision. Training will take place at Bank Hall. Tutoring will be made available on an as-needed basis and scheduled as required during Block 2.

C.1.7.4.1.4 Block 3. Block 3 consists of classroom instruction of nine weeks for CAT I and II languages and 15 weeks for CAT III and IV languages. Each week will consist of six eight-hour days (Monday through Saturday). Tutoring will be made available on an as-needed basis on Sundays and after normal class hours.

C.1.7.5 Advanced Distributed Learning. Advanced Distributed Learning (ADL) leverages the full power of computer, information, and communication technologies through the use of common standards in order to provide learning that can be tailored

to individual needs and delivered "anytime-anywhere". Advanced Distributed Learning also includes establishing an interoperable "Computer-managed instruction" environment that supports the needs of developers, learners, instructors, administrators, managers, and family. Advanced Distributed Learning encompasses all the methodologies mentioned above, and in addition, includes ongoing and expected improvements in learning methodologies.

C.1.7.6 Language Instructors. The Contractor shall provide language instructors on a task order basis. These instructors may be located at various locations inside/outside the continental United States. The instructors shall be available eight hours daily, excluding Federal Holidays, not to exceed 40 hours per week with the exception of USAJKFSWCS during Block 2 during which instructors will be required to instruct on Saturdays during this two-week block of resident training. Task orders will identify work schedule when variance from the standard is required.

C.1.7.6.1 Language Instructors shall be native or near-native fluency or general professional proficiency (a language rating of level 3 or higher) in the specified foreign language. This shall be demonstrated by a telephone interview with a certified oral proficiency interviewer from the DLIFLC, or an interview certified by the American Council on the Teaching of Foreign Languages (ACTFL). A language rating of 3 or higher shall be attained from the Oral Proficiency Interview (OPI). DLIFLC Language Skill Level Descriptions for Speaking and Listening, as defined in Attachment (3), are used during this interview or the equivalent oral proficiency interview ratings given by ACTFL. The Contractor may be asked to have potential instructors take other informal written instruments provided by the Government to ensure the 3/3 proficiency.

C.1.7.6.2 Language instructors shall have completed formal study of the English Language with sufficient proficiency of at least level 2 as measured by the Test of English as a Foreign Language or a score of no less than 70 on the English Comprehension Level (ECL) test. If required by the Government, the ECL test results shall be provided in writing.

C.1.7.6.3 Language Instructors shall successfully complete the Contractor-provided Pre-Service Instructor Training or its equivalent in an academic setting (many colleges, universities, and training institutions provide teacher training courses), and show proof of successful completion of instructor training. This mandatory pre-service training is required prior to any instructor assuming classroom duties. A certified teacher with documented teaching experience and college level education courses in second language acquisition methodology may be considered by the Government to have fulfilled the pre-service training requirement. The Government may waive pre-service training requirements for instructors providing training to RC based upon work experience, educational level, or teaching credentials.

C.1.7.6.4 Instructors may be required (depending on mission requirements) to obtain and maintain a Department of Defense SECRET clearance. Depending on mission

requirements, the Government will provide the contractor with six-week notice when an instructor will be required to have a SECRET level clearance.

C.1.7.6.5 Instructors will be familiar with military topics and terminology in the specific language and in English.

C.1.7.6.6 Knowledge of subject matter must be demonstrated by combination of education, experience, and skills.

C.1.7.6.7 The Contractor shall submit a copy of instructors' resumes for all languages proposed in C.1.6 to the Contracting Officer.

C.1.7.6.8 Documented education in Adult Education Principles and experience in formal training environments shall be addressed in the resume of the instructor.

C.1.8 GOVERNMENT FURNISHED PROPERTY AND SERVICES. The following provides details on Government furnished property and supplies.

C.1.8.1 The Government shall provide the materials, facilities, and equipment for use in the performance of this contract as specified in the task orders. Reproduction of printing materials shall be specified per individual task order.

C.1.8.1.1 The Government shall make available administrative space in the language center for the Contractor personnel. The Government, at its discretion, may provide a separate space or space within the classroom assigned each instructor. Generally, the Government shall not provide administrative space in Reserve Component training sites.

C.1.8.1.2 The Government shall supply all classrooms and classroom equipment as required, such as student desks, teacher desks, audio-visual equipment, etc.

C.1.8.1.3 The Government shall supply computers with software and printer for the purpose of developing course materials, course evaluations, examinations, study materials, reports and information, and other items required by the instructors or the COR to support the foreign language training function. Workstations shall be provided whenever possible for the development of materials and for administrative purposes for Contractor personnel.

C.1.9 TRAVEL. The following provides details on applicable travel.

C.1.9.1 The Contractor shall provide instruction/training at a satellite facility, including remote Reserve Component training sites as specified in individual task orders.

C.1.9.2 Travel may be authorized as needed in the furthering of language/cultural training. Travel requirements will be determined per each task order. If instructors are required to provide services in another geographical location outside the local areas

under the provisions of this contract, the Contractor shall adhere to the Joint Travel Regulation (JTR) or Joint Federal Travel Regulation (JFTR) in effect at the time of travel, and the JTR/JFTR shall be used to determine acceptability.

C.1.10 QUALITY ASSURANCE. The following provides details on quality assurance.

C.1.10.1 Quality Assurance. The Government shall evaluate the Contractor's performance under the contract using the surveillance method found in the Attachment (2), Quality Assurance Surveillance Plan. The Government shall record all surveillance observations. When the observation indicates defective performance, the Government's quality assurance representative shall request the Contractor's representative to initial the observation.

C.1.10.2 Performance Evaluation Meetings. The contract manager shall meet at least weekly with the Government during the first month of the contract. Meetings will be as often as necessary thereafter as determined by the Quality Assurance Surveillance Plan. However, if the contractor requests, a meeting will be held whenever a Contract Discrepancy Report is issued. The written minutes of these meetings shall be signed by the contractor's manager, and COR. Should the contractor not concur with the minutes, the contractor shall so state any areas of non-concurrence in writing to the Contracting Officer (KO) within 10 calendar days of receipt of the signed minutes.

C.1.10.3 Evaluation will include class observation of teaching techniques; adherence to lesson plans and methodology for classroom presentation, class format, testing, grading and other instructional activities; completion of course objectives; adherence to unit Standard Operating Procedure (SOP); and review of student comment sheets. A formal report of the findings of this evaluation will be provided to the Contractor before close of business the next duty day.

C.1.11 QUALITY CONTROL PLAN (QCP). The following provides details on the requirements of the QCP.

C.1.11.1 The Contractor shall establish and maintain a Quality Control Plan to evaluate the effectiveness of the unit Language Labs, Effectiveness of Instruction; and the impact on the students utilizing the services. This plan shall be submitted to the Contracting Officer for review and approval within 10 days following award of a contract.

C.1.11.2 The QCP shall be a comprehensive program to deliver to the Government a quality product. The plan shall specify the areas to be inspected (scheduled or unscheduled), how often inspections will be conducted, and the title and name of the individual(s) performing the inspection. The plan shall address the methods of identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable.

C.1.11.3 The Contractor shall conduct a formal evaluation of services each quarter. A report of the findings and any necessary corrective actions shall be submitted to the Government within ten working days with a courtesy copy provided to the COR.

C.1.11.4 The Contractor will maintain an on-site file of all inspections and necessary corrective actions taken by the Contractor. This documentation shall be made available to the Government, as requested, during the term of the contract.

C.1.11.5 The Contractor shall be responsible for maintaining class records, including class roster, attendance, and grades. The Contractor shall advise the Government immediately of any problems while conducting platform instruction. The Contractor shall prepare weekly counseling statements on students not maintaining scholastic requirements (74% or below), students not maintaining scholastic requirements at the end of each module, and following the test. Student counseling statements will be given in accordance with applicable component's SOP. The Government will routinely conduct class visits, evaluate instruction, and provide feedback to the instructor and a report to the contract manager.

C.1.12 TRANSITION PROCESSES. The following provides details on the transition processes.

C.1.12.1 Transition, Phase-In and Phase-Out Periods. The Contractor shall develop comprehensive procedures for phasing in Contractor performance to the level required within the time allowed under the terms of this contract (15 days). The Contractor shall submit a completed Transition Plan within 15 days after contract award. The Contractor shall also establish and implement plans for an orderly phase-out of the contracted operations at the termination of this contract. The Contractor's phase-out procedures shall not disrupt or adversely impact the day-to-day conduct of Government business.

C.1.12.1.1 Phase-In Period. The period between contract award and contract commencement will constitute the phase-in period. During the phase-in period, the Contractor shall prepare to assume full responsibility for all areas of operation in accordance with the terms and conditions of this contract. The Contractor shall take all actions for a smooth transition of the contracted operations. This period will be approximately 15 days in duration. During the phase-in period, the Contractor shall at a minimum: obtain all required certifications and clearances, including personnel security clearances; participate in joint inventories and sign for government-furnished property; and attend post-award meetings as required.

C.1.12.1.2 Phase-Out Period. Thirty (30) days prior to the completion of this contract an observation period shall occur, at which time management personnel of the incoming contractor may observe operations. This will allow for orderly turnover of facilities, equipment, and records, and will assist to ensure continuity of services. The Contractor shall not defer any requirements for the purpose of avoiding responsibility or of transferring such responsibility to the succeeding contractor. The Contractor shall

fully cooperate with the succeeding contractor and the Government so as not to interfere with their work or duties.

C.1.12.1.3 Phase-Out Plan. The Contractor shall develop a Phase-Out Plan to affect a smooth and orderly transfer of contract responsibility to a successor. The plan shall fully describe how the contractor shall approach the following issues, at a minimum: inventories, and turn-over of Government property; removal of Contractor property; reconciliation of all property accounts; turn-in of excess property; data and information transfer; clean-up of contractor work areas and any other actions required to ensure continuity of operations. The Phase-Out plan shall be due to the Government ten days after exercise of options (CLIN 5001).

C.1.13 DEFINITIONS.

C.1.13.1 Advanced Distributed Learning. Advanced Distributed Learning (ADL) leverages the full power of computer, information, and communication technologies through the use of common standards in order to provide learning that can be tailored to individual needs and delivered "anytime-anywhere".

C.1.13.2 Contracting Officer. A U.S. Government official who has been duly appointed and has the authority to enter into, administer, modify and/or terminate contracts, and make related determinations and findings on behalf of the U.S. Government.

C.1.13.3 Defense Language Proficiency Test (DLPT). The official Department of Defense tests to determine language proficiency in speaking, listening, and reading comprehension.

C.1.13.4 Defense Language Institute Foreign Language Center (DLIFLC). The Department of Defense agency tasked to develop and furnish official language teaching media for the military services.

C.1.13.5 Interagency Language Roundtable Language Skill Level Descriptions. Skill level descriptions in the language skills of Reading, Listening, Speaking, and Writing were developed by the Interagency Language Roundtable to characterize levels of language usage. The ratings are from zero (0) (no proficiency) to five (5) (functionally native proficiency) and are assigned to an individual through an authorized language examination. The entire Interagency Language Roundtable document is at Attachment (3).

C.1.13.6 Oral Proficiency Interview (OPI). A Defense Language Proficiency Test that measures speaking proficiency.

C.1.13.7 Program of Instruction (POI). A curriculum designed to achieve specific training outcomes in terms of producing personnel with specific capabilities.

C.1.13.8 Quality Assurance. Those actions take by the Government to check goods and services furnished by the Contractor to determine that they meet the requirements of the Contract.

C.1.13.9 Quality Assurance Surveillance Plan. A method of evaluating quality assurance via surveillance.

C.1.13.10 Quality Control Plan (QCP). A comprehensive program to deliver to the Government a quality product. Addresses the methods of identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable.

C.1.13.11 Reserve Component (RC). Includes Reserve and National Guard Units supported in this PWS.

C.1.13.12 Tutoring. Additional academic assistance provided to at least one student before or after regularly scheduled classroom/resident instruction.

C.1.14 ACRONYMS.

AC – Active Component

ACE – American Council on Education

ADL – Advanced Distributed Learning

AFSC – Air Force Specialty Code

AFSOC – United States Air Force Special Operations Command

CONUS – Continental United States

COR – Contracting Officer Representative

DLAB – Defense Language Aptitude Battery

DLIFLC – Defense Language Institute Foreign Language Center

DLPT – Defense Language Proficiency Test

DoD – Department of Defense

ECL – English Comprehension Level Test

FMTU – Foreign Military Training Unit

HD – High Density

IAT – Initial Acquisition Training

ILR – Interagency Language Roundtable

JFTR – Joint Federal Travel Regulation

JTR – Joint Travel Regulation

LD – Low Density

LET – Live Environment Training

KO – Contracting Officer

LS/PM – Language Services/Project Manager

MARSOC – US Marine Corps Forces Special Operations Command

MEDEVAC – Medical Evacuation

MOS – Military Occupational Skill/Specialty

MSOSG – Marine Special Operations Security Group

NAC – National Agency Check
NAVSPECWARCOM – United States Naval Special Warfare Command
NEC – Navy Enlisted Code
NG – National Guard
OCONUS – Outside the Continental United States
OPI – Oral Proficiency Interview
POI – Program of Instruction
PWS – Performance Work Statement
QASP – Quality Assurance Surveillance Plan
QCP – Quality Control Plan
RC – Reserve Component
SOP – Standard Operating Procedures
USACAPOC (A) – United States Army Civil Affairs and Psychological Operations Command (Airborne)
USAJFKSWCS – United States Army John Fitzgerald Kennedy Special Warfare Center and School
USAR – United States Army Reserve
USASOC – United States Army Special Operations Command
USASFC (A) – United States Army Special Forces Command (Airborne)
USSOCOM – United States Special Operations Command

C.1.15 APPLICABLE REGULATIONS, MANUALS AND FORMS.

The following are the current Government publications applicable to this contract. The Contractor is obligated to follow documents coded as advisory (A) only to the extent stated in this statement of work when a specific part of the document is referenced therein. Supplements or amendments to these publications may be issued during the life of the contract and shall be considered to be in full force and effective immediately.

C.1.15.1 Army Regulations.

AR 350-20	Management of the Defense Language Program (A), 15 Mar 87
AR 611-6	Army Linguist Management, 16 Feb 96
AR 621-5	Army Continuing Education System (A), 17 Nov 93
USAJFKSWCS	Student Handbook
DLIFLC Pam 350-5	Defense Language Institute Regulation, Feb 89 (A)
DLIFLC Pam 350-9	Guidelines, Policies, and Procedures for DoD Command Language Programs, 1 Nov 95
DLIFLC Pam 351-1	Evaluation Guidelines for Command Language Programs (A), 28 Nov 95

C.1.15.2 Navy Regulations.

OPNAVINST 1550.7B	Management of the Defense Foreign Language Program (A), 15 Mar 87
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OPNAVINST 1550.10 Management of the Defense Language Program, 11 Aug 1980
OPNAVINST 7220.7E Foreign Language Proficiency Pay (FLPP) Program, 24 Mar 2000
CNETINST 1550.9D Management of the Defense Language Program (A), 16 Nov 98

C.1.15.3 Air Force Regulations.

AFI 36-2605 Air Force Personnel Testing System, April 1983
AFIJ 14-107 Management of the Defense Foreign Language Program (A) 15 Mar 87

C.1.15.4 DoD Regulations.

DoD Directive 3305.6 SOF Foreign Language Policy 4 Jan 93
DoD Directive 5160.41E Defense Language Program 21 Oct 05
CJCSI 3126.01 Language and Regional Expertise Planning 23 Jan 06

C.1.15.5 USSOCOM Regulations.

USSOCOM Directive 10-1 Organization and Functions (Terms of Reference for Component Commanders) 19 Nov 2001
USSOCOM Directive 350-10 SOF Foreign Language Program 14 Nov 01
USSOCOM Directive 350-22 SOF Command Language Program (CLP) 29 Jan 01

SECTION C – ATTACHMENT 1

Evaluation Form - Reference Paragraph C.1.7.2.9

Instructor/Course Observation Checklist

Language: _____
 Class No _____
 Date of visit: _____
 Schedule Activity: _____

Instructor: _____
 Week of Instruction: _____
 Time: From _____ to: _____
 No. of students present: _____

Instructions: Record the observation by checking in the appropriate column using the following rating scheme: (S) Satisfactory (NI) Needs Improvement (U) Unsatisfactory (NO) Not Observed

	S	NI	U	NO
1. Instructor was in compliance with POI and/or Training schedule/curriculum.				
2. Instructor clearly stated the TLO/objectives of the hour.				
3. Instructions/explanations in English or target language were concise and clear.				
4. Instructor modeled examples and exercises, when appropriate, to maximize learning.				
5. Instruction was presented using the Communicative Approach IAW SOLT Curriculum : () Focus on communicative skills. () Personalization. () Students communicate in complete sentences. () Attention is given to fluency. () High level of students participation				
6. Employed teaching techniques and learning activities IAW SOLT Curriculum: () Effective warm-up activities (L/R/S/W). () Techniques were appropriate to the language tasks/activities. () Practiced real communication. () Corrections were timely, accurate and appropriate to the language task. () Instructor was involved as a co-communicator.				
7. Class was involved in activities, including small group/paired activities IAW SOLT Curriculum.:				
8. A/V and supplementary materials prepared for the hour were relevant/supportive: () Realia () Audio tape () Video tape () Computer, Web CD () LCD projector				
9. Instructor integrated Cultural elements IAW SOLT Curriculum.				

Comments:

Evaluator's signature: _____ Date: _____

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

5652.247-9000 Packaging & Marking - F.O.B. Destination (1998)

The shipping, address, contract number, device number, and any other "MARK FOR" information shall be clearly marked on the outside of all packages shipped under this contract. Information shall be easily identified without opening the package. This information shall also be included on the inside of all packages.

(end of clause)

Section E - Inspection and Acceptance

E.1 INSPECTION AND ACCEPTANCE TERMS

All Supplies/services will be inspected and accepted at the Government location specified in the individual task order.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
1000	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
2000	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
2010	Destination	Government	Destination	Government
3000	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
3009	Destination	Government	Destination	Government
3010	Destination	Government	Destination	Government
4000	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government

4009	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
5000	Destination	Government	Destination	Government
5001	Destination	Government	Destination	Government
5002	Destination	Government	Destination	Government
5003	Destination	Government	Destination	Government
5004	Destination	Government	Destination	Government
5005	Destination	Government	Destination	Government
5006	Destination	Government	Destination	Government
5007	Destination	Government	Destination	Government
5008	Destination	Government	Destination	Government
5009	Destination	Government	Destination	Government
5010	Destination	Government	Destination	Government
6000	Destination	Government	Destination	Government
7000	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY FULL TEXT

5652.246-9002 Statement of Services Rendered and Accepted (2001) Section I

(a) The contractor shall submit a Material Inspection and Receiving Report DD Form 250, to the applicable Contracting Officer's Representative or Requiring Activity Official designated in Section E of the schedule upon completion of the services called for in the contract. Services performed satisfactorily will be accepted by the COR on the DD form 250.

(b) The contractor shall submit an invoice/voucher that supports the executed DD Form 250. Payment request shall be submitted on Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal. The SF 1034 shall be submitted through the contract administration office to the cognizant DFAS payment office.

(end of clause)

Section F - Deliveries or Performance

F.1 ORDERING PERIODS

The following conditions apply to this requirement:

- (a) Place of delivery shall be delineated on each individual task order under FOB destination terms.
- (b) Period of performance for this contract, including the five ordering periods, is 15 Jul 2007 through 14 Jul 2012. The transition/phase-out option period is established and can be executed at any time after the contract is set and shall not exceed 60 days.
- (c) Each ordering period shall not exceed 12 months in duration unless sooner terminated under the terms of the contract.

F.2 DELIVERY LOCATIONS

- (a) All supplies/services will be delivered FOB to the destination specified in each individual task order.
- (b) Delivery of language training data deliverables shall be in accordance with the DD Forms 1423, Contract Data Requirements Lists (CDRLs), and as specified in the individual task order(s).

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UTC
1000	POP 15-JUL-2007 TO 14-JUL-2008	N/A	N/A FOB: Destination	
1001	POP 15-JUL-2007 TO 14-JUL-2008	N/A	N/A FOB: Destination	
1002	POP 15-JUL-2007 TO 14-JUL-2008	N/A	N/A FOB: Destination	
1003	POP 15-JUL-2007 TO 14-JUL-2008	N/A	N/A FOB: Destination	
1004	POP 15-JUL-2007 TO 14-JUL-2008	N/A	N/A FOB: Destination	
1005	POP 15-JUL-2007 TO 14-JUL-2008	N/A	N/A FOB: Destination	
1006	POP 15-JUL-2007 TO 14-JUL-2008	N/A	N/A FOB: Destination	
1007	POP 15-JUL-2007 TO 14-JUL-2008	N/A	N/A FOB: Destination	
1008	POP 15-JUL-2007 TO 14-JUL-2008	N/A	N/A FOB: Destination	
1009	POP 15-JUL-2007 TO 14-JUL-2008	N/A	N/A FOB: Destination	

1010	POP 15-JUL-2007 TO 14-JUL-2008	N/A	N/A FOB: Destination
2000	POP 15-JUL-2008 TO 14-JUL-2009	N/A	N/A FOB: Destination
2001	POP 15-JUL-2008 TO 14-JUL-2009	N/A	N/A FOB: Destination
2002	POP 15-JUL-2008 TO 14-JUL-2009	N/A	N/A FOB: Destination
2003	POP 15-JUL-2008 TO 14-JUL-2009	N/A	N/A FOB: Destination
2004	POP 15-JUL-2008 TO 14-JUL-2009	N/A	N/A FOB: Destination
2005	POP 15-JUL-2008 TO 14-JUL-2009	N/A	N/A FOB: Destination
2006	POP 15-JUL-2008 TO 14-JUL-2009	N/A	N/A FOB: Destination
2007	POP 15-JUL-2008 TO 14-JUL-2009	N/A	N/A FOB: Destination
2008	POP 15-JUL-2008 TO 14-JUL-2009	N/A	N/A FOB: Destination
2009	POP 15-JUL-2008 TO 14-JUL-2009	N/A	N/A FOB: Destination
2010	POP 15-JUL-2008 TO 14-JUL-2009	N/A	N/A FOB: Destination
3000	POP 15-JUL-2009 TO 14-JUL-2010	N/A	N/A FOB: Destination
3001	POP 15-JUL-2009 TO 14-JUN-2010	N/A	N/A FOB: Destination
3002	POP 15-JUL-2009 TO 14-JUL-2010	N/A	N/A FOB: Destination
3003	POP 15-JUL-2009 TO 14-JUL-2010	N/A	N/A FOB: Destination
3004	POP 15-JUL-2009 TO 14-JUL-2010	N/A	N/A FOB: Destination
3005	POP 15-JUL-2009 TO 14-JUL-2010	N/A	N/A FOB: Destination

3006	POP 15-JUL-2009 TO 14-JUL-2010	N/A	N/A FOB: Destination
3007	POP 15-JUL-2009 TO 14-JUL-2010	N/A	N/A FOB: Destination
3008	POP 15-JUL-2009 TO 14-JUL-2010	N/A	N/A FOB: Destination
3009	POP 15-JUL-2009 TO 14-JUL-2010	N/A	N/A FOB: Destination
3010	POP 15-JUL-2009 TO 14-JUL-2010	N/A	N/A FOB: Destination
4000	POP 15-JUL-2010 TO 14-JUL-2011	N/A	N/A FOB: Destination
4001	POP 15-JUL-2010 TO 14-JUL-2011	N/A	N/A FOB: Destination
4002	POP 15-JUL-2010 TO 14-JUL-2011	N/A	N/A FOB: Destination
4003	POP 15-JUL-2010 TO 14-JUL-2011	N/A	N/A FOB: Destination
4004	POP 15-JUL-2010 TO 14-JUL-2011	N/A	N/A FOB: Destination
4005	POP 15-JUL-2010 TO 14-JUL-2011	N/A	N/A FOB: Destination
4006	POP 15-JUL-2010 TO 14-JUL-2011	N/A	N/A FOB: Destination
4007	POP 15-JUL-2010 TO 14-JUL-2011	N/A	N/A FOB: Destination
4008	POP 15-JUL-2010 TO 14-JUL-2011	N/A	N/A FOB: Destination
4009	POP 15-JUL-2010 TO 14-JUL-2011	N/A	N/A FOB: Destination
4010	POP 15-JUL-2010 TO 14-JUL-2011	N/A	N/A FOB: Destination
5000	POP 15-JUL-2011 TO 14-JUL-2012	N/A	N/A FOB: Destination
5001	POP 15-JUL-2011 TO 14-JUL-2012	N/A	N/A FOB: Destination

5002	POP 15-JUL-2011 TO 14-JUL-2012	N/A	N/A FOB: Destination	
5003	POP 15-JUL-2011 TO 14-JUL-2012	N/A	N/A FOB: Destination	
5004	POP 15-JUL-2011 TO 14-JUL-2012	N/A	N/A FOB: Destination	
5005	POP 15-JUL-2011 TO 14-JUL-2012	N/A	N/A FOB: Destination	
5006	POP 15-JUL-2011 TO 14-JUL-2012	N/A	N/A FOB: Destination	
5007	POP 15-JUL-2011 TO 14-JUL-2012	N/A	N/A FOB: Destination	
5008	POP 15-JUL-2011 TO 14-JUL-2012	N/A	N/A FOB: Destination	
5009	POP 15-JUL-2011 TO 14-JUL-2012	N/A	N/A FOB: Destination	
5010	POP 15-JUL-2011 TO 14-JUL-2012	N/A	N/A FOB: Destination	
6000	N/A	N/A	N/A	N/A
7000	POP 15-JUL-2007 TO 14-JUL-2012	N/A	N/A FOB: Destination	

Section G - Contract Administration Data

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5652.228-9000 Required Insurance (2003)

The kinds and minimum amounts of insurance required in accordance with 52.228-5 "Insurance-Work on a Government Installation" are as follows:

TYPE	AMOUNT
Automobile Bodily Injury Liability	\$200,000 per person/ \$500,000 per occurrence
Property Damage Liability	\$20,000 per occurrence
Workers Compensation & Occupational Disease	As required by federal and State Statutes
Employer's Liability	\$100,000

(end of clause)

5652.232-9001 Invoicing (2005)

(a) The contractor shall segregate and bill separately costs for each Delivery/Task Order issued under this contract. Cost for performing work set forth in one Delivery/Task Order shall not be allowable under any other Delivery/Task Order.

(b) If a Delivery/Task Order contains multiple CLINs/SLINs the contractor shall segregate and bill separately the costs for each CLIN/SLIN of the Delivery/Task Order.

(c) The cost of performing work set forth on one CLIN/SLIN shall not be allowable under any other CLIN/SLIN.

(d) The contract number and Delivery/Task Order number shall appear on correspondences and invoices. For complete instruction on submittal of proper invoices under this contract, the contractor is instructed to contact the paying office as stated in Block 25 of the award form.

(end of clause)

5652.232-9003 Paying Office Instructions (2005)

This clause provides specific instructions for using Wide-Area Work Flow (WAWF) for payment on this contract. For more information, please go to <https://wawf.eb.mil>. Additionally, you can take a free tutorial online at <http://www.wawftraining.com/>. Your cognizant local DCMA and DCAA representatives will also be able to assist you in this payment process.

(a) The Primary Contracting Office Point of Contact is:

William "Andy" Hilliard
USSOCOM/HQ Services Team (Code: H92222)
7701 Tampa Point Blvd.
MacDill AFB, FL 33621-5323
Email: william.hilliard@socom.mil
Phone: 813-282-8795 ext 6107
Fax: 813-286-2264

(b) The Administrative Contracting Office Point of Contact is:

DCMA Orlando (Code: S1002A)
3555 Maguire Blvd
Orlando, FL 32803-3726
Email: DCMAORLANDO@DCMA.MIL

Phone: 407-228-5115
Fax: 407-228-5312

(c) The Requiring Activity Point of Contact will be identified on each individual task order.

(d) Invoice(s)/DD250s shall be submitted in accordance with DFAR clause 252.232-7003, Electronic Submission of Payment Requests, through Wide-Area Work Flow (WAWF).

(e) Payment will be made by the office designated in Block 25 on the Standard Form 33.

(end of clause)

Section H - Special Contract Requirements

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SMALL BUSINESS NOTICE. Any small business, as a prime contractor, is required to perform 51% of ALL labor. This requirement does not apply to each task order; however, it is required that the balance be maintained at any point in time and must be in compliance at the end of the contract. Actual compliance shall be monitored through the monthly cost and performance reports.

H.2 CONTRACTOR IDENTIFICATION. Contractor employees shall wear a Government-issued badge while in Government facilities. Contractor employees are required to clearly identify themselves as a contractor at all times whether in person or on the telephone. Further, sub-contractors must identify their respective prime contractors.

If a contractor employee leaves the company or moves to a different agency for support under this contract they will be required to "*check-out*" with their Government Representative (RAO) and turn their badge into the Security Management Office (SMO) and clear all computer systems to which they have access.

H.3 GOVERNMENT-CONTRACTOR RELATIONSHIPS (NON-PERSONAL SERVICES). The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services. The parties recognize and agree that no employer - employee relationships exist or will exist under the contract between the Government and Contractor and/or between the Government and the Contractor's employees. It is therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

Contractor personnel under this contract shall not:

- be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, Military or Civilian.
- be placed in a staff or policy making position.
- be placed in a position of command, supervision, administration of control over Military or Civilian Personnel, or personnel of other contractors, or become a part of the Government organization.
- be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations or the Civil Service Commission.
- be used in administration or supervision of military procurement activities.

The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor.

Rules, regulations, directions and requirements which are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control, which is inconsistent with a non-personal service contract.

H.4 CONDUCT OF PERSONNEL. The Contractor, including his assigned personnel, performing services on a military installation shall be guided by and shall observe and comply with all applicable rules, regulations, directions, and requirements pertaining to conduct of personnel on the military installation as prescribed by the Commander of the military installation during the performance of the required services. The Contractor further agrees to recognize the authority of the responsible military Commander to suspend, restrain, or restrict the activities of Contractor personnel whenever in his judgment such action is deemed necessary for the protection of personnel and equipment under his military jurisdiction.

H.5 TRAINING OF CONTRACTOR EMPLOYEES. The Contractor shall not bill for labor hours or travel costs associated with contractor employee training unless specifically required and authorized in a task order;

however, with appropriate Government approval, contractor employees may be allowed to attend Government sponsored training at the Contractor's expense.

H.6 WORK PERIOD AND AUTHORIZED HOLIDAYS. A standard work period is 40 hours per week. Contract performance is in accordance with Section C and includes shift work as necessary to perform this contract. Holidays observed by the Government include:

- January 1st
- 3rd Monday of January
- 3rd Monday of February
- Last Monday of May
- July 4th
- 1st Monday of September
- 2nd Monday of October
- November 11th
- 4th Thursday in November
- December 25th

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a holiday by U.S. Government Agencies.

H.7 GOVERNMENT LIABILITY. The Government shall not be held responsible for damages to property or for injuries or death to persons that might occur without fault on the part of the Government as a result of, or incident to, performance of the contract.

H.8 COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS INCLUDING OCONUS PERFORMANCE LOCATIONS. In performing work under this contract, the Contractor shall comply with all applicable federal, state and local statutes, ordinances, laws, and regulations to include those in OCONUS locations. This includes all overseas labor laws.

H.9 GOVERNMENT FURNISHED PROPERTY. The contractor will be furnished access to government property in order to perform. The title of the equipment will remain with the government. Specific property to be furnished that is not located within the Government facility will be specified. The contractors may be furnished normal office type support to the extent contractor personnel are collocated within the government facilities. This means access to computers, desks, facsimile machines, copy machines, telephones, etc.

H.10 5652.209-9003 USE OF CONTRACTOR SUPPORT/ADVISORY PERSONNEL AS CONTRACT SPECIALISTS (2005). The contractor's attention is directed to the fact that contractor personnel may assist the Government in a contract administrator role for administration of this contract. Execution of this contract constitutes approval to release the contract and contractor's proposal to Government Support Contractors who have signed Non-Disclosure and Rules of Conduct/Conflict of Interest Statements.

H.11 5652.204-9003 DISCLOSURE OF UNCLASSIFIED INFORMATION (2006).

a. On September 21, 2001, the Department of Defense designated Headquarters US Special Operations Command (USSOCOM) a sensitive unit, as defined by Title 10 United States Code (USC) Section 130b (10 USC 130b). In keeping with this designation, unclassified information related to USSOCOM military technology acquisitions managed by USSOCOM or any of its component commands, will be designated Controlled Unclassified Information (CUI). As such, the contractor hereby unequivocally agrees that it shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document, contractor's external website, newspaper, magazine, journal, corporate annual report, etc.), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval. Furthermore, any release of information which associates USSOCOM, Special Operation Forces (SOF), or any component command with an acquisition program, contractor, or this contract is prohibited unless specifically authorized by USSOCOM.

b. Request for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit the request to the Contracting Officer at least 45 days before the proposed date for release for approval. No release of any restricted information shall be made without specific written authorization by the Contracting Office.

c. The Contractor shall include a similar requirement in each subcontract under this contract. Subcontractors shall submit request for authorization to release through the prime contractor to the Contracting Officer.

d. The Contractor further understands that Title 18 USC Section 701 specifically prohibits the use of the USSOCOM emblem or logo in any medium (e.g., corporate website, marketing brochure, news paper, magazine, etc.) unless authorized in writing by USSOCOM. Forward any request to use the USSOCOM emblem or logo through the Contracting Officer.

H.12 SECURITY CLASSIFICATION. The contractor shall be guided by and safeguard all classified information either generated by or received under the contract in accordance with the DD Form 254, Contract Security Classification Specification, provided as Attachment (1), Section J.

H.13 AUTHORIZED ORDERING OFFICERS. Only Government Contracting Officers with current warrants issued by the US Special Operations Command are authorized to issue Task Orders under this contract. DoDAAC codes for USSOCOM offices are assigned as follows:

<u>OFFICE</u>	<u>DoDAAC</u>
SOAL-KA	H92236
SOAL-KB	H92222
SOAL-KCC	H92237
SOD	H92238
USASOC	H92239
NSWG-1	H92240
TAKO	H92241
NSWG-4	H92242
NSWG-2	H92243
NSWDG	H92244

H.14 5652.216-9004 PROCEDURES FOR ISSUING TASK ORDERS UNDER SINGLE AWARD, INDEFINITE DELIVERY-INDEFINITE QUANTITY CONTRACTS (2003).

(a) Soliciting Task Order Proposals: When the Government has a requirement for services/supplies to be performed/delivered under this contract, the Contracting Officer will issue a request for task order proposal by electronic transmission. Each request will include, but not necessarily be limited to, the following:

- 1) Request for proposal number and/or title;
- 2) Contract Number;
- 3) Statement of Work;
- 4) Instructions to Offerors;
- 5) Items to be delivered and delivery schedule/performance period; and
- 6) A listing of Government furnished property to be provided to the Contractor, if required.

(b) Urgent Requirements: In the event of an urgent requirement, the Contractor shall provide a written proposal within the timeframe specified by the Contracting Officer in the specified format.

(c) Submission of Proposals: The Contractor's proposal must comply with the Instructions to Offerors included in the request for task order proposal. The Contractor shall have no more than 10 days to submit their proposals, unless:

- 1) A longer timeframe is specified in the request for task order proposal, or
- 2) It is an urgent requirement.

H.15 ISSUANCE OF TASK ORDERS. Upon receipt of the proposal, the Contracting Officer may:

- Issue a task order based upon the proposal furnished;
- Negotiate with the Contractor prior to issuing a task order, or,
- Reject the proposal and cancel the requirement.

Task orders shall be issued on DD Form 1155, Order For Supplies and Services, or similar form. Task orders shall be consecutively numbered, dated, and shall include supporting documents as applicable.

H.16 TASK ORDER COMPLETION. Within sixty (60) days of the completion of task orders, an authorized representative of the contractor shall certify, in writing, to the Contracting Officer that the task order is completely billed, remaining dollars of said amount can be de-obligated and all deliverables have been received and accepted by the Government. This information shall be used for contract closeout.

H.17 PERIODIC PROGRESS MEETINGS.

a. The Contracting Officer, Program Office, CORs and other government personnel, as appropriate, will meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the government views the contractor's performance and the contractor shall apprise the government of problems, if any, being experienced. The contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the contractor considers over and above the requirements of the contract. Appropriate action shall be taken to resolve outstanding issues.

b. These meetings may be held more frequently during the first year of the contract period, and as needed, but not less than annually thereafter. Progress meetings are anticipated to be held quarterly; however, the frequency may be reduced if so determined by the government.

c. The minutes of these meetings will be produced in writing, signed by the Contracting Officer, and distributed to the functional area and the contractor. Should the contractor not concur with the minutes, the contractor will set out in writing to the Contracting Officer any areas of non-concurrence.

H.18 LOGISTICS SUPPORT PRIVILEGES.

a. Logistics support privileges may be authorized for Contractor personnel in overseas areas with prior approval of the overseas component commander. Authorized logistics support privileges will be within the discretion of the Contracting Officer but in no event will such support exceed that permitted under the Applicable Status of Forces Agreement (SOFA), or other controlling regulations. Such support may include the following:

- (1) Commissary (includes rationed items)
- (2) AAFES Facility (Military Exchange) (includes rationed items)
- (3) Military Banking Facility
- (4) Military Postal Services - APO (Personal Mail Only)
- (5) Petroleum and Oil Products
- (6) Officer's or UCO/EM Club
- (7) Armed Forces Recreation Facilities
- (8) Class VI (Alcoholic beverages, includes rationed items)
- (9) Customs Exemption
- (10) Legal Assistance
- (11) Local government transportation for official Government business (non-tactical vehicle)
- (12) Local Morale/Welfare Recreation Services
- (13) Mortuary Services
- (14) Transient Billets
- (15) POV (privately-owned vehicle) license/registration
- (16) DoDD School as available (not reimbursable by the Government)

(17) Authorized to have spouse and family members to accompany and reside with member (at no cost to the U.S. Government or host nation)

b. The contractor/contractor personnel shall be responsible for the return of all logistics support items (i.e., ID cards, ration cards, POV tags and registration, POV and GOV operator's licenses, etc.) prior to the departure from an overseas area of operation.

H.19 REIMBURSEMENT FOR WAR-HAZARD LOSSES.

(a) Costs for providing employee war-hazard benefits are allowable if the Contractor—

- (1) Submits proof of loss files to support payment or denial of each claim;
- (2) Subject to Contracting Officer approval, makes lump sum final settlement of any open claims and obtains necessary release documents within one year of the expiration or termination of this contract, unless otherwise extended by the Contracting Officer; and
- (3) Provides the Contracting Officer at the time of final settlement of this contract - -
 - (I) An investigation report and evaluation of any potential claim; and
 - (II) An estimate of the dollar amount involved should the potential claim mature.
- (b) The cost of insurance for liabilities reimbursable under this clause is not allowable.
- (c) The Contracting Officer may require the Contractor to assign to the Government all right, title, and interest to any refund, rebate, or recapture arising out of any claim settlements.
- (d) The Contractor agrees to - -
 - (1) Investigate and promptly notify the Contracting Officer in writing of any occurrence which may give rise to a claim or potential claim, including the estimated amount of the claim;
 - (2) Give the Contracting Officer immediate written notice of any suit or action filed which may result in a payment under this clause; and
 - (3) Provide assistance to the Government in connection with any third party suit or claim relating to this clause which the Government elects to prosecute or defend in its own behalf.

H.20 OVERSEAS COST DIFFERENTIAL.

a. In special or unusual situations where the contractor is required to work outside the continental U.S. (OCONUS) locations, a foreign differential rate for OCONUS hires may be authorized by the Contracting Officer. The differential percentage shall be applied to the contract rate, Schedule B, of the labor category of the individual being assigned. The assigned contractor personnel must meet all requirements of this contract as far as essential personnel and/or resume requirements if applicable. Per Diem shall not be authorized at the same time the cost differential is invoked in the task order.

b. The Contracting Officer shall utilize the U.S. Department of State Indexes of Living Costs Abroad, Quarters Allowances, and Hardship Differentials in effect at time of task order negotiations to determine the applicable differential cost to be authorized unless fixed in the contract.

H.21 PHASE-OUT SERVICES (Jan 2002).

a. Pursuant to Clause 52.237-3, Continuity of Services, the contractor shall, upon the Contracting Officer's written notice, furnish phase-out services for up to 60 days after the last day of the final ordering period or upon exercise of the option period, whichever is later. During the phase-out period, the contractor shall permit non-interference observation of the contract performance by the successor contractor (excluding access to proprietary data or areas). The contractor shall allow the successor to use an "over the shoulder" method to assist in developing his capability to

commence responsibility for full operations and maintenance. During the foregoing actions, the contractor shall comply with all applicable laws and regulations of OCONUS and CONUS performance locations.

b. The Phase-out effort shall be performed in accordance with the pricing structure of the CLIN 6000.

L.22 AREA WAGE DETERMINATION RATES.

The following wage determinations or the most current revisions will apply to this contract:

<u>Wage Determination No.</u>	<u>Date of Last Revision</u>	<u>Location and State</u>
2005-3034 (Rev 04)	11/02/2006	Pensacola, FL
2005-2532 (Rev 02)	09/25/2006	Draper, UT
2005-2080 (Rev 03)	12/11/2006	Ft Carson, CO
2005-2394 (Rev 03)	09/27/2006	Ft Bragg, NC
2005-2544 (Rev 02)	09/28/2006	Norfolk, VA
2005-2302 (Rev 02)	09/14/2006	Stennis, MS
2005-2188 (Rev 03)	11/03/2006	Ft Campbell, KY
2005-2416 (Rev 03)	10/05/2006	Cleveland, OH
2005-2004 (Rev 03)	12/08/2006	Birmingham, AL
2005-2062 (Rev 03)	11/29/2006	Mountain View, CA
2005-2104 (Rev 03)	11/07/2006	Riverdale, MD
2005-2058 (Rev 03)	12/11/2006	San Diego, CA
2005-2376 (Rev 01)	09/18/2006	Ft Wadsworth, NY

END OF SECTION H

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-4	Economic Price Adjustment-Labor and Material	JAN 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	FEB 2002
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000

52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-3	Buy American Act--North American Free Trade Agreement-- Israeli Trade Act	NOV 2006
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-1	Payments	APR 1984
52.232-7 Alt II	Payments Under Time-And-Materials And Labor Hour Contracts (Aug 2005) - Alternate II	FEB 2002
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-24	Prohibition of Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.237-9	Waiver of Limitation on Severance Payments to Foreign Nationals	AUG 2003
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-1	Changes--Fixed Price	AUG 1987
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.243-4	Changes	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	SEP 2006
52.245-1	Property Records	APR 1984
52.245-2 Alt I	Government Property (Fixed-Price Contracts) (May 2004) - Alternate I	APR 1984
52.245-4	Government-Furnished Property (Short Form)	JUN 2003

52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	MAY 2004
52.245-11	Government Property (Facilities Use)	APR 1984
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	SEP 2006
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7001	Release Of Past Infringement	AUG 1984
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.228-7003	Capture and Detention	DEC 1991
252.228-7006	Compliance With Spanish Laws and Insurance	DEC 1998
252.229-7005	Tax Exemptions (Spain)	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994

252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs:

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 15 Jul 2007 through 14 Jul 2012.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$1,000,000.00:

(2) Any order for a combination of items in excess of \$5,000,000.00; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 14 Jul 2012.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation

conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 10 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing any subcontracts.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause apply to all subcontracts that were not evaluated during initial negotiations.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from applicable information cited in PGI 225.7403-1.

(End of clause)

5652.201-9002 Authorized Changes Only by Contracting Officer (2005)

The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as part of this contract. Except as specified herein, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause in Section I. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Charles E Bright
7701 Tampa Point Blvd.
MacDill AFB, FL 33621-5323
Phone: (813) 282-8795 ext 6105
Fax: (813) 286-2264
Email: brightc@socom.mil

(end of clause)

5652.204-9002 Instructions for the Use of Electronic Contracts (2000)

In accordance with DoD policy, this solicitation and the resulting contract will be executed and documented through electronic means. As a result, the use of the terms "documented," "copy," "printed," "in writing," or "written" within this document shall refer to all electronically transmitted documents that will become part of the electronic contract file and an official government record. Any reference to official signatures and signed documents shall refer to electronic signatures. Whenever an electronic signature is used it shall have to full force and effect as a handwritten signature.

(end of clause)

5652.216-9005 Government Down Time for Various Reasons (2005)

From time to time Government installations may be closed in response to an unforeseen emergency or similar occurrence, or by order of the President, Secretary of Defense, or installation commander. Designated emergencies include, but are not limited to, adverse weather such as snow or flood, an act of God such as a tornado or earthquake, acts of war or terrorism, computer failures, or a base disaster such as a natural gas leak or fire.

(a) Under such designated emergencies or other ordered base closures, contractor personnel will not be allowed on the Government installation unless specifically approved by the Contracting Officer in accordance with installation policies and procedures. If an emergency requiring installation closure occurs while contractor personnel are on the installation, contractor personnel shall promptly secure all government furnished property appropriately and evacuate in an expedient but safe manner unless otherwise directed by the Contracting Officer.

(b) If the installation closure causes a delay in the work required by the contract, the Government may:

- (i) grant a time extension in each task order delayed by the closure equal to the time of the closure, subject to the availability of funds.
- (ii) terminate the work or a portion of the work.
- (iii) reschedule the work on any day satisfactory to both parties.
- (iv) permit the contractor to perform at an off-site location during the period of installation closure if meaningful work can be accomplished. Contractor shall certify to the government by letter within 5 business days of returning to work the nature and scope of the work completed off-site. There shall be no adjustment to the contract labor rates for work performed off the installation.
- (v) require that the Contractor continue on-site performance during the installation closure period in accordance with installation procedures.

(end of clause)

5652.231-9001 Allowable Travel Costs (2005)

(a) Pursuant to Public Law 99-234, reasonable and allowable Contractor costs for transportation associated with the performance of this contract may be reimbursed upon mileage, rates, actual costs, or a combination thereof, lodging, meals and incidental expenses may be based upon per diem, actual expense, or a combination therefore, provided that the method used results in a reasonable charge. The cost above shall be determined reasonable and allowable to the extent that they do not exceed, on a daily basis, the maximum per diem rate in effect at the time of travel as set forth in:

(1) Federal Travel Regulations, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and the territories and possessions of the United States, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 906-010-000000-1; or at http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=13265&contentType=GSA_BASIC in electronic format.

(2) Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowance for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in (a)(1) of this clause, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 744-008-000000-0; or at <http://www.state.gov/m/a/als/prdm/2002/9892.htm> in electronic format

(b) Cited Federal Regulations are not incorporated in their entirety. Only sections defining lodging, meals and incidental expenses and those sections dealing with special or unusual situations and setting forth maximum per diem rates are incorporated herein.

(end of clause)

5652.232-9002 Time and Materials/Ceiling Price Indefinite Delivery Contracts (1998)

Ceiling Price: The term "ceiling price" as used in the clauses FAR 52.232-7 "Payments Under Time and Materials and Labor-Hour Contracts", and the term "estimated cost" in FAR 52.232-20 "Limitation of Cost" and 52.232-22 "Limitation of Funds" shall be applicable to each CLIN or SLIN specified in Schedule B. The Government shall not be obligated to pay the contractor any amount in excess of the ceiling price for each CLIN/SLIN set forth in Schedule B unless and until the Contracting Officer has notified the contractor in writing that the ceiling price has been increased and has specified in the notice a revised ceiling price for performance under the contract for that CLIN/SLIN.

(end of clause)

5652.233-9000 Independent Review of Agency Protests (2005)

All protests shall be submitted through the Contracting Officer. A request for an independent review of the protest decision may be made to the Director of Procurement. Submit request in accordance with FAR 33.104(d)(4) to: United States Special Operations Command Directorate of Procurement, Chief, (SOAL-KM), 7701 Tampa Point Blvd., MacDill AFB, FL 33621, Fax (813) 828-7504.

(end of clause)

5652.237-9000 Contractor Personnel Changes (1998)

(a) The contractor shall have the right to remove his personnel assigned to perform the tasks hereunder and to substitute other qualified personnel provided that the Contracting Officer is notified of such removal and replacement. The contractor shall notify the Contracting Officer prior to such change, giving the new employee's name, security clearance and technical qualifications.

(b) Any removals or replacements for the convenience of the contractor shall be at no additional cost to the Government. Cost to be borne by the contractor include but are not limited to time of travel, travel and training costs for replacement personnel.

(c) Removals or replacements of contractor personnel shall be considered for the convenience of the contractor except when such removal is for:

- (1) employees removed as a result of cancellation or completion of the contract,
- (2) employees replaced due to death or incapacitating illness or injury,
- (3) or employees removed or replaced at the Government's request.

(d) If any employee removes him/herself from the employ of the contractor, such removal will be at no additional cost to the Government.

(end of clause)

5652.239-9000 Privacy or Security Safeguards. (2000)

(a) The details of any privacy or security safeguards that may be revealed to the contractor by the Government in the course of performance under this contract shall not be published or disclosed in any manner without the Contracting Officer's express written consent.

(b) The Government shall be afforded full, free, and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and data bases for the purpose of carrying out a program of inspection to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, and confidentiality.

(c) If either the Government or the contractor discovers new or unanticipated threats or hazards, or if existing safeguards have ceased to function, then a mutual agreement shall then be reached on the changes or corrections to existing safeguards or institution of new safeguards, with final determination of appropriateness to be determined by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, unless the ineffectiveness of existing safeguards is due to the fault of the contractor in which case the Government is not liable for any equitable adjustment.

(d) The Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from the discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

(e) The contractor agrees to incorporate this clause in all subcontracts at all tiers.

(end of clause)

5652.252-9000 Notice of Incorporation of Section K (1998)

Section K, Certifications and Representations, of the solicitation will not be distributed with the contract; however, Section K is hereby incorporated by reference.

(end of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J LIST OF ATTACHMENTS

Attachment 1	Contract Data Requirements List
Attachment 2	DD Form 254 Contract Security Specification
Attachment 3	Performance Plan
Attachment 4	Interagency Language Roundtable
Attachment 5	CONUS Labor Categories and Rates
Attachment 6	OCONUS Immersion Labor Rates

SECTION J, ATTACHMENT 1 - CONTRACT DATA REQUIREMENTS LIST (CDRLs)

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188				
Public reporting burden for this collection of Information is estimated to average 110 hours per response, including the time for reviewing Instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of Information. Send comments regarding this burden estimate or any other aspect of this collection of Information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the government Issuing Contracting Officer for the Contract/PR No. listed in Block E.									
A. CONTRACT LINE ITEM NO. Sec block 16		B. EXHIBIT A	C. CATEGORY TDP		T M	X OTHER	REPORT		
D. SYSTEM/ITEM Foreign Language & Cultural Training Services			E. CONTRACT/PR NO. H92222-07-D-0025		F. CONTRACTOR Milanguages Corporation				
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM MONTHLY PROGRESS REPORT				3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) See Block 16			5. CONTRACT REFERENCE SECTION B		6. REQUIRING OFFICE SOAL-KH/SOFLO				
7. DD250 REQ N	9. DIST STATEMENT REQUIRED NO	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION				
8. APP CODE	11. AS OF DATE SEE BLK 16	13. DATE OF SUBSEQUENT SUBMISSION MONTHLY	a. ADDRESSEE	b. COPIES		Draft	Final		
				Reg	Repro				
16. REMARKS Block A: The monthly status report will cover all activities during the month on the contract. Block 4: Contractor format is acceptable but must cover - expenditures, schedule, performance issues by task order with the customer name and organization stated A specific task order monthly progress report will be submitted to the Government representative on the task order. The progress report will cover only that task order and will contain information agreed to at task order award. Electronic submission					SOAL-KH	1	1		
					SOFLO	1	1		
					15. TOTAL →				
G. PREPARED BY DD Form 1423-1, JUN 90		H. DATE	I. APPROVED BY		J. DATE				
		17. PRICE GROUP	18. ESTIMATED TOTAL PRICE						
					Page	1	of	7	Pages

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of Information is estimated to average 110 hours per response, including the time for reviewing Instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of Information. Send comments regarding this burden estimate or any other aspect of this collection of Information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. See Block 16		B. EXHIBIT A	C. CATEGORY TDP _____ T _____ M _____		X OTH Report ER _____	
D. SYSTEM/ITEM Foreign Language & Cultural Training Services			E. CONTRACT/PR NO. H92222-07-D-0025	F. CONTRACTOR Milanguages Corporation		
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM QUALITY CONTROL PLAN		3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) See Block 16			5. CONTRACT REFERENCE C.1.11		6. REQUIRING OFFICE SOAL-KH/SOFLO	
7. DD250 REQ N	9. DIST STATEMENT REQUIRED No	10. FREQUENCY 1 Time	12. DATE OF FIRST SUBMISSION 10 DAS ACA	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE CAD	13. DATE OF SUBSEQUENT SUBMISSION AS REQ	a. ADDRESSEE	b. COPIES Draft Final Reg Repro	
16. REMARKS Block A: The Quality Control Plan will cover the full scope of the contract. Block 4: Contractor format is acceptable. Block 13: The quality control plan will be updated as necessary. Electronic submission						
				SOAL-KH	1	1
				SOFLO	1	1
G. PREPARED BY DD Form 1423-1, JUN 90				H. DATE	I. APPROVED BY	
				J. DATE		
17. PRICE GROUP			18. ESTIMATED TOTAL PRICE			
						Page 2 of 7

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. See Block 16	B. EXHIBIT A	C. CATEGORY TDP _____ T _____ M _____ X OTHER _____ Report _____
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D. SYSTEM/ITEM Foreign Language & Cultural Training Services	E. CONTRACT/PR NO. H92222-07-D-0025	F. CONTRACTOR Milanguages Corporation
--	---	---

1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM GFP REPORT	3. SUBTITLE
---------------------------------	--	--------------------

4. AUTHORITY (Data Acquisition Document No.) See block 16	5. CONTRACT REFERENCE C.I.8	6. REQUIRING OFFICE SOAL-KH/SOFLO
---	---------------------------------------	---

7. DD250 REQ N	9. DIST STATEMENT REQUIRED NO	10. FREQUENCY AS REQ	12. DATE OF FIRST SUBMISSION AS REQ	14. DISTRIBUTION									
8. APP CODE			11. AS OF DATE AS REQ	13. DATE OF SUBSEQUENT SUBMISSION AS REQ	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="2" style="width:20%; vertical-align: top;">a. ADDRESSEE</td> <td colspan="2" style="text-align: center;">b. COPIES</td> </tr> <tr> <td style="width:10%; text-align: center;">Draft</td> <td style="width:10%; text-align: center;">Final</td> </tr> <tr> <td></td> <td style="text-align: center;">Reg</td> <td style="text-align: center;">Repro</td> </tr> </table>	a. ADDRESSEE	b. COPIES		Draft	Final		Reg	Repro
a. ADDRESSEE	b. COPIES												
	Draft	Final											
	Reg	Repro											

16. REMARKS

GFP REPORT IS REQUIRED AT THE INDIVIDUAL TASK ORDER LEVEL; CONTRACTOR FORMAT IS ACCEPTABLE BUT MUST INCLUDE THE STANDARD INVENTORY INFORMATION

SERIAL #; QUANTITY; CONDITION; DESCRIPTION; DATE RECEIVED; DATE RETURNED
The report will be provided to the Government representative on the task order.

Electronic submission

SOAL-KH	1	1	
SOFLO	1	1	
15. TOTAL			
→			

G. PREPARED BY DD Form 1423-1, JUN 90	H. DATE	I. APPROVED BY	J. DATE
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17. PRICE GROUP	18. ESTIMATED TOTAL PRICE
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Page 4 of 7 Pages

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. See Block 16			B. EXHIBIT	C. CATEGORY TDP _____ T _____ M _____		x OTHER _____ Report _____	
D. SYSTEM/ITEM Foreign Language & Cultural Training Services			E. CONTRACT/PR NO. H92222-07-D-0025		F. CONTRACTOR Milanguages Corporation		
1. DATA ITEM NO. A005		2. TITLE OF DATA ITEM AFTER ACTION REPORT			3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) Block 16			5. CONTRACT REFERENCE Block 16		6. REQUIRING OFFICE SOAL-KH/SOFLO		
7. DD250 REQ N	9. DIST STATEMENT REQUIRED NO	10. FREQUENCY AS REQ	12. DATE OF FIRST SUBMISSION AS REQ		14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE AS REQ	13. DATE OF SUBSEQUENT SUBMISSION AS REQ		a. ADDRESSEE	b. COPIES	
						Draft	Final
6. REMARKS The After Action Report is required at the individual task order level for all ISO and Immersion training. Contractor format is acceptable but must meet the requirements of the task order as specified by the Government Representative. Electronic submission							
15. TOTAL →							
3. PREPARED BY			H. DATE	I. APPROVED BY		J. DATE	
DD Form 1423-1, JUN 90			17. PRICE GROUP		18. ESTIMATED TOTAL PRICE		Page 5 of 7 Pages

SECTION J, ATTACHMENT 2 - DD FORM 254 CONTRACT SECURITY SPECIFICATION

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>		1. CLEARANCE AND SAFEGUARDING	
		a. FACILITY CLEARANCE REQUIRED	
		b. LEVEL OF SAFEGUARDING REQUIRED	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>		3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>	
<input checked="" type="checkbox"/> a. PRIME CONTRACT NUMBER H9222-07-D-0025		<input checked="" type="checkbox"/> a. ORIGINAL <i>(Complete date in all cases)</i>	Date (YYMMDD) 070501
<input type="checkbox"/> b. SUBCONTRACT NUMBER		<input type="checkbox"/> b. REVISED <i>(Supersedes all previous specs)</i>	Revision No. NA Date (YYMMDD)
<input type="checkbox"/> c. SOLICITATION OR OTHER NUMBER	DUE DATE (YYYYMMDD)	<input type="checkbox"/> c. FINAL <i>(Complete Item 5 in all cases)</i>	Date (YYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If YES, complete the following			
Classified material received or generated under USZA22-02-D-0027 (Preceding Contract Number) is transferred to this follow-on contract			
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If Yes, complete the following:			
In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____			
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)			
a. NAME, ADDRESS, AND ZIP CODE MiLanguages Corporation 994 Douglas Avenue, Ste 102 Altamonte Springs, Florida 32714	b. CAGE CODE 38UT2	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> Defense Security Service (S21ME) P.O. Box 254036 Patrick AFB, FL 32925-0036	
7. SUBCONTRACTOR			
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
8. ACTUAL PERFORMANCE			
a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT The contractor shall provide all personnel and services necessary to perform Special Operations foreign language and cultural training in support of USSOCOM units.			
10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES S	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY
b. RESTRICTED DATA			b. RECEIVE CLASSIFIED DOCUMENTS ONLY
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			c. RECEIVE AND GENERATE CLASSIFIED MATERIAL
d. FORMERLY RESTRICTED DATA			d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE
e. INTELLIGENCE INFORMATION			e. PERFORM SERVICES ONLY
(1) Sensitive Compartmented Information (SCI)			f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES
(2) Non-SCI			g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER
f. SPECIAL ACCESS INFORMATION			h. REQUIRE A COMSEC ACCOUNT
g. NATO INFORMATION			i. HAVE TEMPEST REQUIREMENTS
h. FOREIGN GOVERNMENT INFORMATION			j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
i. LIMITED DISSEMINATION INFORMATION			k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE
j. FOR OFFICIAL USE ONLY INFORMATION WILL BE HANDLED BY DOD 5400.7-R			l. OTHER <i>(Specify)</i>
k. OTHER <i>(Specify)</i>			

DD FORM 254, DEC 1999

PREVIOUS EDITION IS OBSOLETE

Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Direct

(Specify)

Requests must be forwarded through the certifying official (block 16) to USSOCOM Office of Public Affairs (SOCS-PA)

To the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.

* In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance, or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes. The contractor may also challenge guidance or the classification assigned to any information or material furnished or generated under this contract; and may submit questions for interpretation of the guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

(b)(2) High

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract.

(b)(2) High

(b)(2) High

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the Cognizant Security Office.

(b)(2) High

(b)(2) High

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

b. TITLE

c. TELEPHONE (Include Area Code)

(b)(3) 10 U.S.C. § 1306, (b)(6)

Primary Contracting Officer's Representative (PCOR)

813-286-
(b)(6)

d. ADDRESS (Include Zip Code)

17. REQUIRED DISTRIBUTION

(b)(2) High

a. CONTRACTOR

b. SUBCONTRACTOR

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

D. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY

c. SIGNATURE

DD FORM 254 (BACK), DEC 1999

FOUO DD FORM 254 ADDENDUM

Contract Number: H92222-07-D-0025

PROTECTING "FOR OFFICIAL USE ONLY" (FOUO) INFORMATION

1. GENERAL:

- a. The "For Official Use Only" (FOUO) marking is assigned to information at the time of its creation in a DoD User Agency. It is not authorized as a substitute for a security classification marking but is used on official government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act (FOIA).
- b. Other non-security markings, such as "Limited Official Use" and "Official Use Only" are used by non-DoD User Agencies for the same type of information and should be safeguarded and handled in accordance with instruction received from such agencies.
- c. Use of the above markings does not mean that the information cannot be released to the public under FOIA, only that it must be reviewed by the Government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions of it.

2. MARKINGS:

- a. An unclassified document containing FOUO information will be marked "For Official Use Only" at the bottom of the front cover (if any), on the first page, on each page containing FOUO information, on the back page, and on the outside of the back cover (if any). No portion markings will be shown.
- b. Within a classified document, an individual page that contains both FOUO and classified information will be marked at the top and bottom with the highest security classification of information appearing on the page. If an individual portion contains FOUO information but no classified information, the portion will be marked, "FOUO."
- c. Any "For Official Use Only" information released to a contractor by a DoD User Agency is required to be marked with the following statement prior to transfer.

"This document contains information EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FOIA. Exemptions apply."

- d. Removal of the "For Official Use Only" marking can only be accomplished by the originator or other competent authority. When the "For Official Use Only" status is terminated, all known holders will be notified to the extent practical.

3. DISSEMINATION: Contractors may disseminate "For Official Use Only" information to their employees and subcontractors who have a need for the information in connection with a classified contract. Contractors must ensure employees and subcontractors are aware of the special handling instructions detailed below.

4. STORAGE: During working hours, "For Official Use Only" information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During nonworking hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, is adequate when internal building security is provided during nonworking hours. When such internal security control is not exercised, locked buildings or rooms will provide adequate after-hours protection or the material can be stored in locked receptacles such as file cabinets, desks, or bookcases.

5. **TRANSMISSION:** "For Official Use Only" information may be sent via first-class mail or parcel post. Bulky shipments may be sent by fourth-class mail. DoD components, officials of DoD components, and authorized DoD contractors, consultants, and grantees send FOUO information to each other to conduct official DoD business. Tell recipients the status of such information, and send the material in a way that prevents unauthorized public disclosure. Make sure documents that transmit FOUO material call attention to any FOUO attachments. Normally, you may send FOUO records over facsimile equipment. To prevent unauthorized disclosure, consider attaching special cover sheets, the location of sending and receiving machines, and whether authorized personnel are around to receive FOUO information. FOUO information may be passed to officials in other departments and agencies of the executive and judicial branches to fulfill a government function. Mark the records "For Official Use Only" and tell the recipient the information is exempt from public disclosure under the FOIA and requires special handling.

6. **DISPOSITION:** When no longer needed, FOUO information must be shredded.

7. **UNAUTHORIZED DISCLOSURE:** Unauthorized disclosure of "For Official Use Only" information does not constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions and disciplinary action may be taken against those responsible.

SECTION J, ATTACHMENT 3 – PERFORMANCE PLAN

PERFORMANCE PLAN

LANGUAGE & CULTURAL SERVICES

CONTRACT

H92222-07-D-0025

THIS DOCUMENT IS FOR OFFICIAL USE OF THE GOVERNMENT OFFICIALS.

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INTRODUCTION

This Performance Plan (PP) is designed to assess and document Contractor performance in accordance with the requirements set forth in the Government Statement of Objectives (SOO) and Contractor Performance Work Statement (PWS), as well as to provide the Quality Assurance Personnel (QAP) an effective and systematic surveillance method to evaluate the services the Contractor is required to furnish and not the details of how the Contractor accomplishes the work. In addition, this Performance Plan implements the Multi-Functional Team (MFT) concept. The signatures attached on the charter signature page indicate membership in the MFT.

The Performance Plan is based on the premise that the Contractor and not the Government is responsible for management and quality control actions to meet the terms of the contract and allow the Contractor to operate within the specified performance requirements. The role of the Government is to ensure the terms of the contract are met.

1. SYNOPSIS OF THE CONTRACT

1.1. Contract Type: This contract will have firm-fixed pricing for overall language instruction and cultural awareness in accordance with the Performance Work Statement of the contract and task orders issued. A labor hour CLIN is established for block-hour task orders and tutoring as required. A cost reimbursable contract line item (CLIN) for material and travel has been established in the contract.

1.2. Contract Performance Period: Basic Contract: The total base period of performance for the Language and Cultural Services will be twelve (12) months starting 15 July 2007 and ending 14 July 2008. Four ordering periods (15 July 2008 - 14 July 2009; 15 July 2009 - 14 July 2010; 15 July 2010 - 14 July 2011; and 15 July 2011 - 14 July 2012) will be established to continue support through 2012. A 60-day transition CLIN 6000 will be established to allow enough time for competition and to give continued support during a new contract being put in place.

1.3. Scope of Contracted Services: This Contract describes the services required to execute the Language & Cultural Services as defined by the Government PWS.

1.4. Government Contracting Officer (CO): The Contracting Officer for the basic contract is Mr Charles Bright, SOAL-KH.

1.5. Government Contracting Lead: The Contracting Lead for this effort is Mr. William Hilliard, SOAL-KH

1.6. Government Quality Assurance Manager (QAM): The QAM for this effort is the Director, SOF Language Office, Mr. Mark Roemer.

1.7. Contractor: MiLanguages Corporation, Altamonte Springs, FL

2. ACRONYMS

AOR	Assessing Official Representative
ASP	Acquisition Strategy Planning
CEI	Critical Evaluation Item
CI	Continuous Improvement
CIO	Continuous Improvement Opportunities
CID	Contractor Identified Discrepancy
KO	Contracting Officer
COS	Certificate of Service
CPARS	Contracting Performance Assessment Reporting System
DA	Data Analysis
FD/FC	Functional Director/Functional Commander
GID	Government Identified Discrepancy
MAJCOMS	Major Commands
MFR	Memo for Record
MFT	Multi-Functional Team
MOASP	Management Oversight of the Acquisition Services Process
POC	Point of Contact
PP	Performance Plan
PWS	Performance Work Statement
QA	Quality Assurance
QAD	Quality Assurance Director
QAMR	Quality Assurance Monthly Report
QAM	Quality Assurance Manager
QAPC	Quality Assurance Program Coordinator
QAP	Quality Assurance Personnel
QPP	Quality Program Plan
QSE	Quality System Evaluation

REI	Routine Evaluation Item
SS	Services Summary
SOW	Statement of Work
TET	Technical Evaluation Team

3. OBJECTIVE

The objective of this performance plan is to ensure quality service is provided for the contract. The objective of the contract is to teach and improve the Special Operations in early language and cultural training in support of their critical career path and the mission. The plan will provide oversight capability to ensure the Contractor is delivering services that conform to contract requirements. It will also identify the methods used for evaluation and surveillance of the Contractor.

4. GOALS OF THE MULTI-FUNCTIONAL TEAM

4.1 The Multi-Functional Team (MFT) is striving to achieve efficiencies in the contract performance and improved customer support. The team is composed of stakeholders in the acquisition process and is responsible for the acquisition throughout the life of the requirement. The goal of the team with other government personnel is to partner with the contractor for improving communications, assuring contract compliance and managing the risk associated with this acquisition in order to ensure mission performance is within cost and schedule constraints. In addition, another goal is implementation and execution of the acquisition strategy to ensure support of the mission. The role entails planning, programming, and budgeting for adequate funds, ensuring program execution within the approved funding, developing the milestones and managing execution to ensure the contract supports mission requirements within the approved scheduled baseline, and ensuring the program maintains accountability. The planning and managing of this service contract will continue throughout the life of the requirement. When applicable, Continuous Improvement Opportunities (CIO) will be identified.

5. ROLES AND RESPONSIBILITIES

5.1. Contracting Officer

5.1.1. Serves as the Business Advisor to the Commander, Component Commanders, and other Directors (as appropriate). The KO is responsible for chairing the Acquisition Strategy Planning (ASP) meeting to form the milestones for the acquisition process jointly with the Functional Director/Commander, ensuring acquisition processes (i.e. performing market research, gathering past performance information, performing source selection, issuing solicitation, performing evaluations and awarding the contract) are aggressively performed, participating in all MFT meetings, and taking minutes and maintaining a written record of team meetings, action items and milestones when Contract Negotiator/ Specialist is not present. The KO will give a written delegation letter to the Contractor informing them who will be performing QA duties on their contract.

5.1.2. Develops and implements acquisition strategies for service acquisitions.

5.1.3. Provides oversight of the MFT in planning, assessing contractor performance, and managing the acquisition throughout the life of the requirement.

5.1.4. Updates the Commanders and Component Commanders annually on the health of the service acquisitions. Provide Management Oversight of the Acquisition of Services Process (MOASP) reports on service acquisitions to the Director of Procurement for consolidation.

5.1.5. Ensures personnel on the MFT receive the appropriate level of training to meet local needs.

5.2. Functional Director/Functional Commander (FD/FC):

5.2.1. Assigns competent and capable functional experts to the multi-functional team who will be available full time or as warranted by the procurement cycle. Functional experts assigned to the MFT shall:

5.2.1.1. Maintain functional knowledge

5.2.1.2. Have priority for continuing education

5.2.1.3. Provide functional continuity and stability

5.2.2. Ensures requirements documents developed by the multi-functional team satisfy mission requirements, are performance based, foster innovation, and define metrics. Metrics should provide meaningful measurements of the contractor progress aimed at attaining desired outcomes. Identifies mission essential services and developing the necessary documents in accordance with DoDI 3020.37, Continuation of Essential DoD Contractor Services During Crisis.

5.2.3. Assigns primary and alternate QA personnel, unless another QA organization or method is used to satisfy surveillance requirements (e.g. centralized performance management office). QA duties take precedence over all other duties. QA personnel must be appointed and trained prior to assuming QA responsibility (Phase I and II). This written appointment is by the Contracting Officer once nominated.

5.3. Quality Assurance Program Coordinator (QAPC): The QAPC shall assist in preparing the Performance Work Statement, Performance Plan, and participate in team meetings, as requested.

5.4. Contract Specialist: Is responsible for participating in the Acquisition Strategy Planning meetings, performing acquisition processes, (i.e. market research, gathering past performance information, source selection, solicitation issuance, evaluation and award), participating in all team meetings and taking minutes and maintaining a written record of team meetings, action items and milestones.

5.5. Quality Assurance Personnel (QAP): The QAPs are responsible for participating in the ASP meetings, performing/assisting in market research, gathering past performance information, evaluating proposals, assisting the Functional Director/Commander in preparing the PWS, PP, and participating in all MFT meetings unless located off-site.

QAPs also perform inspections to evaluate and document the Contractor's performance, notify the KO of any significant performance discrepancies, maintain documentation, and recommend improvements to the surveillance procedures and PWS throughout the life of the contract.

5.6. Legal, Finance, and Engineering POCs: Other POCs shall coordinate, review and provide input as needed by the MFT.

5.7. Multi-Functional Team (MFT): This customer-focused team is composed of stakeholders in the acquisition process. The team provides support to the Executive Leadership (EL) as required, promotes good business decisions to meet customer requirements, fosters partnerships with industry to ensure exchanges of information with the Contractor and other business experts, develops a performance-based acquisition strategy to include performance metrics, develops PBSA requirements, develops technical requirements and the independent government cost estimate. The team is also responsible for assessing and documenting Contractor performance in accordance with the Performance Plan, managing contract performance in accordance with the Performance Plan, identifying opportunities to improve performance throughout the life of the contract completing and reporting annual performance reviews (i.e. Contract Performance Assessment Reporting System (CPARs)) and managing the acquisition in accordance with the MOASP.

5.7.1. The team will participate in management reviews, working group meetings, and general meetings. After contract award, the Contractor becomes a member of the MFT.

6. PERFORMANCE ASSESSMENT

6.1. This Performance Plan is based on the premise that the Contractor, not the Government, is responsible for the management and quality control actions needed to meet the requirements of the contract. A contractor Quality Program Plan (QPP) will be required with the submission of the proposal. The Quality Assurance Manager (QAM), Technical Evaluation Team and Contract Specialist /Contracting Officer will review the QPP. The Contractor will be expected to perform quality assurance inspections in accordance with their plan, and keep records of those inspections. This documentation, along with the government-documented inspections, will be reviewed periodically FD/FC to ensure the Contractor is performing up to the standards set forth in the contract. Reporting metrics will be developed IAW the MOASP requirements.

6.2. Periodic meetings will be held with the Contractor to discuss surveillance results and the relevance to performance.

6.3. A services summary will be included in the Government SOO and Contractor Performance Work Statement. This document will summarize the performance objectives and performance threshold required by the Government in the Contractor's performance. These performance objectives will directly relate to mission essential items. The performance thresholds briefly describe the minimum acceptable levels of service required for each objective, and are critical to mission success.

6.3.1. Where appropriate methods for administering and evaluating services are not included in the Services Summary (SS), methods for evaluating non-SS items are to be developed by the Quality Assurance Personnel (QAP).

7. PERFORMANCE MANAGEMENT

7.1. Market research will be used as a tool throughout the life of the contract to ensure the most current, efficient, and effective assessment methods and techniques being used by the commercial marketplace.

7.2. Multi-Functional Team (MFT) meetings will be scheduled throughout the life of the contract. The participants will include personnel from the Government and the Contractor after contract award. The goal of the MFT is to give all members/stakeholders the ability to maintain the highest quality representative service to our customers and propose/initiate improvements throughout the life of the contract. The success of the contract is a combined effort of all members of the MFT.

7.3. All performance assessment data will be reviewed. If performance improvement is necessary the corrective action will be requested from the Contractor. The MFT will continue to review data and procedures to improve efficiency. Any additional efficiency shall be noted through "benchmarking".

7.4. The Quality Management system should include:

7.4.1. Providing adequate contract planning to meet quality assurance manning and training requirements.

7.4.2. Tailoring the system to manage risks and costs associated with the requirement.

7.4.3. Recommending source selection criteria that promise potential to reduce government oversight and ensure the Government is only receiving and paying for the services required.

7.4.4 Relying on customer complaints (if used) where contract non-conformance can be validated.

7.4.5. Allowing the Contractor to perform surveillance of services as part of the quality assurance system.

7.4.6. Developing a government inspection procedure that specifics how inspection and acceptance of the service is to occur and using past performance history as part of the process.

7.5. Contract Performance Assessment Reporting System (CPARS) (applicable if contract is for over \$1 million)

7.5.1. CPARS will be updated documenting Contractor performance. The Assessing Official Representative (AOR) will be the QAP; and the reviewing official will be Functional Director/Commander. The Contractor also has input prior to finalization. The website for CPARS is: https://ace.wpafb.af.mil/PE_toolkit/CPARS_page.htm

7.6. Revisions to the Performance Plan are the responsibility of the QAM, FD/FC, KO and QAP. The PWS and PP will be reviewed annually and any proposed changes will be submitted to the MFT/KO for review. This is a living document and can be changed at anytime, but the MFT/ KO must accept changes.

8.0 MULTI-FUNCTIONAL TEAM MEMBERSHIP

Functional Director/Commander: _____ Date: _____

Quality Assurance Manager: _____ Date: _____

Quality Assurance Personnel: _____ Date: _____

Quality Assurance Personnel: _____ Date: _____

Quality Assurance Personnel: _____ Date: _____

Contracting Officer: _____ Date: _____

Contract Administrator: _____ Date: _____

Contract Specialist: _____ Date: _____

QAPC: _____ Date: _____

Financial Analyst: _____ Date: _____

Legal: _____ Date: _____

Small Business: _____ Date: _____

Contractor*: _____ Date: _____

Accepted By: _____ Date: _____
Contracting Officer

* Contractor (signs after award) will have limited authority in the MFT, so as to not be involved in any inherently governmental responsibilities.

9. PERFORMANCE PLAN SURVEILLANCE PROCEDURES

This Performance Plan (PP) has been developed to provide quality assurance personnel an effective and systematic surveillance of the Language & Cultural Services Contract.

The PP provides a systematic method to evaluate the services the Contractor is required to furnish and not the details of how the Contractor accomplishes the work.

10. SUMMARY OF THE CONTRACTOR'S REQUIRED LEVEL OF QUALITY

10.1. The Contractor shall establish, document and maintain a quality system in accordance with the best commercial practices and is required to provide and maintain an inspection system according to Federal Acquisition Regulation (FAR) clause 52.246-4-Inspection of Services Fixed Price, (AUG 96) and Federal Acquisition Regulation 52.246-5 (Inspection of Services - Cost Reimbursement, Apr 1984). The contractor is required to have a Quality Program Plan (QPP), which has been accepted by the KO.

11. SUMMARY OF THE GOVERNMENT'S QUALITY ASSURANCE (QA) MANAGEMENT SYSTEM

11.1. General: The Government's Quality Management approach prescribes systematic surveillance and evaluation techniques that will be utilized by Quality Assurance Personnel (QAP) to identify the Government's performance objectives; the Government's expectations of Contractor performance and the methods whereby the Government will confirm receipt of Contractor Services. The Government's system provides for surveillance and evaluation of the Contractor in accordance with the Performance Plan (PP). Additionally, the surveillance techniques outlined herein may be revised upon receipt of the QPP or on the basis of Contractor performance.

11.2. Surveillance Techniques. The Government's QA System seeks to match the level of contract surveillance required to the associated contract risks and costs. Additionally, the Government intends to adjust, as warranted throughout the life of the contract, the level of Government surveillance required commensurate with the Contractor's level of satisfactory performance. As such, the surveillance techniques as outlined in this PP are not static, and allow for variation to the extent of government oversight relative to Contractor performance outcomes. The Government's primary method for providing surveillance relies on the systematic inspection of the contract objectives, outlined in the Service Summary (SS) in relation to the standards as set forth in Attachment 1 of this document. Additional methods of surveillance the Government may employ include, but are not limited to utilization of Contractor metrics and third-party audits.

Based on mutual agreement between the Government and Contractor, the Government QA Management System may also allow the Contractor to perform surveillance of services as part of their quality assurance program, however, such action will not relieve the Contractor of its duty to provide written documentation of inspections. Finally, in accordance with the Inspection of Services Clause, FAR parts 246.2 and 246.5, re-performance of unacceptable services is the preferred course of action as dictated by the Government's assessment regarding the criticality of the service and outlined in the SS, Attachment 1 of this document.

12. PERFORMANCE MEASUREMENT

12.1. Performance Measurement Techniques. The Government will employ the following tools to evaluate Contractor performance.

12.2. Critical Evaluation Item (CEI). A CEI is defined as one that if not performed satisfactorily, will either pose immediate serious danger to the mission, personnel, security or government property/equipment, or have a significant adverse impact on the mission. Members of the MFT will identify mission critical requirements for CEIs and each CEI as set forth in the PP will have a specified maximum inspection interval to be evaluated by the QAP.

12.2.1. Intervals or frequencies of inspection prescribed for CEIs represent the minimum inspection requirements, CEI requirements are verified through either random sampling or 100% inspection surveillance techniques and should cover all hours of contractor performance.

12.3. Routine Evaluation Item (REI). A REI includes any Contractor performance requirement selected by QAP and is evaluated on pass/fail criteria as defined in the applicable area of the PWS.

12.3.1. Routine evaluation is a planned surveillance activity; however, no-notice evaluations may be conducted. Members of the MFT will identify specific performance characteristics to observe or evaluate during routine evaluation of a selected performance area.

12.4. Quality System Evaluation (QSE). QSE is a tool used by the Government QA representative to evaluate the acceptability and effectiveness of the Contractor's QPP.

12.4.1. Quality System Evaluations are conducted in two phases.

12.4.1.1. Phase I of the QSE consists of a review of the Contractor's program characteristics to determine if they adequately cover contractual performance requirements.

12.4.1.2. Phase II of the QSE consists of an actual observation of the Contractor's in-process performance to verify whether or not procedures and processes are actually followed by Contractor personnel. Completed work is then verified against the contract objectives.

12.4.2. QSEs may be assessed by a random sample of the Contractor's procedures and/or processes or may cover an entire performance area or site. Additionally, the KO may initiate a QSE if the Contractor's performance is in question.

12.5. Data Analysis (DA). DA is a surveillance tool used to detect trends; provide for the identification of areas for process improvement; and allow for the detection of out-of-control Contractor processes. Data may be collected from a number of resources to include Government surveillance records, Contractor records and customer feedback. DA consists of systematic reviews, charting and calculations. The results of data analysis may be used as the basis to adjust the frequency of surveillance, identify trends and Contractor continuous improvement areas, as well as discrepancies in the Contractor's quality system. The identification of trends of unsatisfactory performance without the subsequent correction of the root cause may be identified as a discrepancy requiring corrective action.

13. CONTRACT SURVEILLANCE

13.1. Effective contract surveillance relies on two methods for the identification of unacceptable performance: (a) Contractor identified discrepancies (CIDs) and. (b) Government identified discrepancies (GIDs). Discrepancies will be resolved at the lowest possible level.

13.2. Contractor Identified Discrepancies (CIDs). CIDs are generated as a result of the Contractor's detection of discrepancies when conducting inspection of their quality system or plan. When CIDs are identified, the Government will take the following actions:

13.2.1. Review the corrective actions taken by the Contractor to resolve the discrepancy.

13.2.2. Determine whether the discrepancy has been corrected.

13.2.3. If the discrepancy has been resolved, the QAP will review the corrective action taken, in addition to any applicable procedures the Contractor has established to preclude a recurrence of the problem.

13.2.4. Note the discrepancy as well as the Contractor corrective actions in monthly surveillance reports.

13.2.5. If the CID has not been resolved, but the Contractor has identified estimated completion dates for resolution of the discrepancy, the Government will track the Contractor's efforts in resolving the discrepancy. Additionally, the discrepancy will be noted on monthly Quality reports until such time as the discrepancy has been closed. If the Government feels the dates the Contractor has set forth for resolution of the problem are lengthy or excessive based on the nature of the discrepancy, he/she will notify the KO. The KO will evaluate QA recommendations to determine the appropriate course of action.

13.2.6. If the CID has not been resolved, and following a thorough inspection of the Contractor's records, the Government determines that the Contractor has not identified estimated completion dates or follow-up action for resolution of the discrepancy, the Government will document the discrepancy against the Contractor's Quality Program. QA will notify the Contractor of the discrepancy in writing, and a copy of the letter will be included in monthly quality reports.

13.3. Government Identified Discrepancies (GIDs). GIDs are generated as a result of the Government's inspection of Contractor performance resulting in unacceptable outcomes relative to the contract. All GIDs will be brought to the attention of the QAM prior to notifying the Contractor. Additionally, QAP will ensure the QAM receive copies of all GID documentation. The Government will address GIDs as follows:

13.3.1. GIDs as a result of CEIs. GIDs that are identified as the result of a CEI inspection will be addressed in writing to the Contractor and obtain the Contract Manager or Contractor's Representative signature on the memo and included in the monthly quality report.

13.3.1.1. The Contractor will be given 10 working days to provide a written response to the Government's findings that outlines the Contractor's plan to preclude repeat discrepancies.

13.3.1.2. The Government will have 10 working days to evaluate the Contractor's response and respond back in writing whether it is acceptable.

13.3.2. GIDs that are identified as a result of REIs will be addressed as follows:

13.3.3. If re-performance of the REI task is acceptable, the Government will notify the Contractor in writing of the discrepancy and obtain the Contract Manager or Contractor Representative's signature on the memo. If re-performance cannot be accomplished on-the-spot, the QA representative will set a date or time for re-inspection. If Contractor re-performance efforts are acceptable, the Government will state so in writing, obtain the Contract Manager or Contractor Representatives concurrence by written signature, and the discrepancy will be closed.

13.3.4. If re-performance of the REI task is not viable, the Government will notify the Contractor in writing of the discrepancy and obtain the Contract Manager or Contractor's Representative signature on the memo. Additionally, the discrepancy will also be identified in the Government's monthly quality reports.

13.3.4.1. The Contractor will be given 10 working days to provide a written response to the Government's findings that outlines the Contractor's plan to preclude repeat discrepancies.

13.3.4.2. The Government will have 10 working days to evaluate the Contractor's response and respond back in writing whether it is acceptable.

14. QUALITY ASSURANCE MANAGEMENT SYSTEM DOCUMENTATION

14.1. Quality Surveillance Files. Documentation is required to record, evaluate and report Contractor performance. Each functional area will maintain a record keeping system that contains the following items.

14.1.1. A copy of the contract with all modifications posted.

14.1.2. A copy of the PP.

14.1.3. Applicable Instructions.

14.1.4. QAM, QAP appointment letters and QAP training certificates.

14.1.5. Government Point of Contact (POCs) for the contract.

14.1.6. Contractor organizational chart and POCs.

14.1.7. Inspection Checklist.

14.1.8. Area Surveillance Plans.

14.1.9. Open discrepancies.

14.1.10. Closed discrepancies.

14.1.11. Memos for Record (MFRs), copies of letters to the Contractor and other applicable correspondence.

14.1.12. Quality Assurance Monthly Report (QAMR). [Maintained by QAM]

14.1.13. Certificate of Service (COS). [Maintained by QAM]

15. ACCEPTANCE OF SERVICES

15.1. Government will certify acceptance of the services rendered by the Contractor using the Certificate of Service. The QAM will complete the COS by the seventh (7) working day of each month. Reference Attachment 2.

16. QUALITY ASSURANCE MONTHLY REPORT (QAMR)

16.1. QAMRs will be completed by the QAM by the seventh (7) working day of each month. The QAMR provides an overall performance rating, significant items related to performance and additional comments. Reference Attachment 3.

17. MEMORANDUM FOR RECORD (MFR)

17.1 Monthly surveillance reports from QAP need to be written as Memo for Records. MFRs for a given month will be completed, signed and delivered to the QAM by the fifth (5) working day of the following month (see exception in paragraph 17.2). Reference Attch 4.

17.2 Along with the COS and QAMR, the QAM will submit all signed MFRs to the CO/PMO and FD/FC by the seventh (7) working day of each month. This will allow a review of QAP documentation and allow the CO to include QAP documents in the official contract file.

18. CONTRACT SURVEILLANCE SYSTEM (CSS)

18.1 Where available, the CSS will be used by all QAP to record, document and report all inspections and deficiencies. In order to keep the CSS database a useful tool for maintaining contract information, QAP should enter comments in the "Surveillance Outcome" section of the Record Surveillance page. Explain what the Contractor did well or did poorly and the results of those actions. Use the CSS Users Manual for guidance. Consult the QAM for information or questions regarding installation, set up and operation of the CSS.

PERFORMANCE PLAN ATTACHMENT 1 - SERVICE SUMMARY REQUIREMENTS

EVALUATION FORM

Instructor/Course Observation Checklist

Language: _____
 Class No _____
 Date of visit: _____
 Schedule Activity: _____

Instructor: _____
 Week of Instruction: _____
 Time: From _____ to: _____
 No. of students present: _____

Instructions: Record the observation by checking in the appropriate column using the following rating scheme: (S) Satisfactory (NI) Needs Improvement (U) Unsatisfactory (NO) Not Observed

	S	NI	U	NO
1. Instructor was in compliance with POI and/or Training schedule/curriculum.				
2. Instructor clearly stated the TLO/objectives of the hour.				
3. Instructions/explanations in English or target language were concise and clear.				
4. Instructor modeled examples and exercises, when appropriate, to maximize learning.				
5. Instruction was presented using the Communicative Approach IAW SOLT Curriculum : () Focus on communicative skills. () Personalization. () Students communicate in complete sentences. () Attention is given to fluency. () High level of students participation				
6. Employed teaching techniques and learning activities IAW SOLT Curriculum: () Effective warm-up activities (U/R/S/W). () Techniques were appropriate to the language tasks/activities. () Practiced real communication. () Corrections were timely, accurate and appropriate to the language task. () Instructor was involved as a co-communicator.				
7. Class was involved in activities, including small group/paired activities IAW SOLT Curriculum.:				
8. AV and supplementary materials prepared for the hour were relevant/supportive: () Realia () Audio tape () Video tape () Computer, Web CD () LCD projector				
9. Instructor integrated Cultural elements IAW SOLT Curriculum.				

Comments:

Evaluator's signature: _____ Date: _____

**EVALUATION GUIDELINES
FOREIGN LANGUAGE INSTRUCTOR PERFORMANCE EVALUATION
(GUIDELINES)**

PROGRAM OF INSTRUCTION (POI).

- a. Are POI objectives clearly stated?
- b. Are course evaluation procedures and student assignment defined?

LESSON PLAN.

- a. Scope. Is the lesson plan content appropriate to cover in the allocated class time shown in the training schedule?
- b. Order. Is the material presented in a logical and structured order?
- c. Approach. Does the lesson plan demonstrate a clear and concise understanding and use of proficiency-based instruction by the instructor?

CLASSROOM PERFORMANCE.

Does the instructor:

- a. Arrive prepared and on time.
- b. Make effective use of proficiency-based approach in class?
- c. Provide sufficient practice exercises in class?
- d. Present information and ideas, responds to question(s) asked by students in a clearly understandable way?
- e. Conduct the class primarily in the target language?
- g. Display interest in the subject and enthusiasm for teaching?
- h. Provide positive support and criticism in promoting student achievement?
- i. Do students appear comfortable asking questions during class?
- j. Encourage classroom use of the target language taught to students?
- k. Adapt methods to accommodate individual student needs and learning styles?
- l. Provide counseling when appropriate?
- m. Promote a relaxed, positive learning environment in the classroom?
- n. Maintain daily attendance, student grading sheet, training schedule, lesson plans, and an up to date official visitor folder?
- o. Uses imaginative techniques/materials to improve instructions?

RATING PROCEDURES.

Evaluator(s) will complete classroom visit report or memorandum by addressing the following:

- a. Discussion with evaluated instructor and/or students.
- b. Examination of:

- (1) Official Visitor Folder.
- (2) POI.
- (3) Lesson Plan.
- (4) Teaching materials.
- (5) Administrative Records.

c. Observation of the conduct and atmosphere of classroom instruction.

d. Ratings utilized will confirm to the following criteria:

(1) Classroom Visit Report (Form)

- Excellent: Exceeds requirements.
- Good: Meets all requirements.
- Poor: Meets most requirements but must improve in the specific areas (visitor comments section)
- NA: Not applicable.

(2) Instructor Performance Evaluation (Memorandum)

- Outstanding: Exceeds requirements.
- Satisfactory: Meets all requirements.
- Needs Improvements: Meets most requirements but must improve in the specific areas.
- Unsatisfactory: Does not meet requirements.

e. Ratings of "needs improvement," and "unsatisfactory" must be accompanied by a written explanation by the evaluator(s). Any outstanding ratings must also include written explanation by evaluator(s).

GUIDE

QUALITY OF COMPLETED WORK

1. Purpose: To provide surveillance of identified Contract Line Numbers (CLIN). To ensure instruction meets ILR standards identified in the task order.
2. Acceptable Quality Level (AQL) - The AQL will be 70% of students at course completion attaining course ILR standard.
3. Sample Size. 100% of students completing courses.
4. Sampling Procedure. The COR or Technical Inspector will review the DLAB and DLPT scores for each course of instruction completed. The COR will record the number of courses inspected and the number of students found below course standard. The COR will record these inspections and will summarize the results on a monthly basis or as required.
5. Inspection Procedure. Quality of work is satisfactory and no deduction will be taken when the AQL is met. Quality of work is unsatisfactory when (1) course's average DLPT is below the ILR standard set for the course.
6. Performance Criteria. Quality of work is satisfactory and no deduction will be taken if the AQL is met.

GUIDE

QUALITY OF COMPLETED WORK

1. Purpose. To provide assurance of satisfactory program management.
2. Acceptable Quality Level (AQL) - The AQL of 80% of inspected areas or more are found to meet the standard for quality of required service. Quality of work will be judged on attributes. An attribute is a characteristic of work which is required by the specifications of the task order.
3. Sampling Procedure. The Government representative will develop a monthly schedule for sampling. This schedule will be provided to the Contracting Officer by the last workday of the month preceding the inspection period.
4. Inspection Procedure. The Government representative will record the number of attributes inspected and the number of defects (unsatisfactory attributes). The Government representative will record and summarize the results on a monthly basis.
5. Performance Criteria. Quality of work is satisfactory and no deduction will be taken if the AQL is met or exceeded.

GUIDE

CONTRACT MANAGEMENT CHECKLIST

ITEM SURVEILLED

Points Awarded

ACCURATE INVOICES SUBMITTED

PROVIDES QUALIFIED EMPLOYEES

PROFESSIONAL ATTITUDE/ PRACTICE

MANAGE AND ENFORCE CONTRACT PROVISIONS

TOTAL _____

Points

Outstanding	- Exceeds all contract requirements	10
Excellent	- Exceeds requirements in some areas	8
Satisfactory	- Fully meets contract requirements	6
Marginal	- Meets some contract requirements but needs improvement	4
Unacceptable	- Contractor fails to meet contract requirements	2

Note: Any area not meeting or exceeding contract requirements must be documented.

GUIDE

INSTRUCTOR SUPERVISION

1. Purpose. To ensure adequate supervision of Instructors.
2. Acceptable Quality Level (AQL) - The AQL of 80% of inspected areas or less are found to meet the standard for quality of required service. Quality of work will be judged on attributes. An attribute is a characteristic of work which is required by the specifications.
3. Lot Size. All instructors who are assigned.
4. Sample Size. Random Sampling
5. Sampling Procedure. Observation of the instructor supervisors.
6. Inspection Procedure. Checklist.

GUIDE

INSTRUCTOR SUPERVISOR CHECK LIST

<u>ITEM SURVEILLED</u>	<u>YES</u>	<u>NO</u>
DAILY ATTENDANCE REPORT	(6)	(2)
MONITOR TRAINING SCHEDULE FOR COMPLIANCE	(6)	(2)
MONITOR COURSE MATERIALS UTILIZATION FOR COMPLIANCE	(6)	(2)
MONITOR INSTRUCTOR WORK SCHEDULE	(6)	(2)
PROVIDE TIMELY INFORMATION OF ANY ISSUES, PROBLEMS RELATED TO OR IMPACTING TRAINING	(6)	(2)
PERFORM DUTIES USING PROFESSIONAL ATTITUDE	(6)	(2)
ENSURES CONTRACT PERFORMANCE IN COMPLIANCE WITH TERMS AND CONDITIONS	(6)	(2)
ENSURES ACCURACY OF DOCUMENTS SUBMITTED	(6)	(2)
TOTAL		

Performance Criteria. Quality of work is satisfactory no deduction will be taken. For each instructor who does not meet the training objectives a deduction will be made for the Government training time.

Note: Any area not meeting or exceeding contract requirements must be documented.

INSTRUCTOR CHECKLIST

INSTRUCTOR'S NAME _____ DATE _____

LOCATION _____

START TIME _____ END TIME _____

DIRECTIONS: Assign a numerical value to the areas observed. Total the points and determine an average for the observed areas. All areas of each section should be observed. If an area is not observed a reason must be documented.

Any area not meeting or an area exceeding contract requirements must be documented.

- Outstanding - Exceeds all contract requirements 10
- Excellent - Exceeds requirements in some areas 8
- Satisfactory - Fully meets contract requirements 6
- Marginal - Meets some contract requirements but needs improvement 4
- Unacceptable - Contractor fails to meet contract requirements 2

Total Number of Areas Observed - _____
 Total Points ----- _____
 Evaluation Score ----- _____

A. CLASSROOM ACTIVITIES		SCORE	UNOBSERVED
1	Utilization of classroom facilities, instructional material and training aids during instruction		
2	Testing: Instructions and procedures presented clearly.		
3	Management of student's class time.		
4	Adherence to class and POI schedule.		
5	Class time for questions and discussion		
6	Student participation.		
7	Schedule available to students		
8	Other: (Specify)		
B. INSTRUCTION		SCORE	UNOBSERVED
1	Instructor preparation for class		
2	Placement of students in appropriate instructional materials, training sequence		
3	Adherence to lesson objective.		
4	Use of instructional method and learning modes appropriate to subject and student.		
5	Motivation of students toward achievement of lesson objective.		
6	Continual guidance and evaluation of students progress, asks for questions.		
7	Actively helps students when they have problems.		

B. INSTRUCTION	SCORE	UNOBSERVED
8 Testing correlated with lesson objectives.		
9 Instructor's classroom and test questions involve higher order critical thinking skills.		
10 Utilization of other resources.		
11 Motivation and enthusiasm.		
12 Employment of audio, visual and/or other aids.		
13 Instructor facilitates classroom activities rather than dominating them.		
C INSTRUCTOR-STUDENT RAPPORT	SCORE	UNOBSERVED
1 Classroom atmosphere conducive to learning.		
2 Instructor tailors learning activities to individual needs of students.		
3 Instructor monitors students strengths and weaknesses, giving appropriate feedback.		
4 Typical activities integrate two or more skills.		
5 Encouragement of student input on ways to improve the course of study and class.		
6 Both activities and interpersonal relationships, including correction techniques, exemplify the mutual respect and rapport of adults.		
7 Other: (Specify)		
D PROFESSIONALISM	SCORE	UNOBSERVED
1 Attitude		
2 Demeanor as a teacher		
3 Appearance		
4 Use of exemplary grammar and language when speaking and writing.		
5 Voice volume and tone appropriate to the setting.		
6 Concern for the student		
7 Other: (Specify)		
E CLASSROOM MANAGEMENT	SCORE	UNOBSERVED
1 Participation of students in classroom instruction.		
2 Instructor inspired student motivation.		
3 Students use target language almost exclusively for classroom communication.		
4 Students speak more than instructor.		
5 Classroom discipline is maintained.		
6 Students use the target language to communicate personal meaning more than to use sentences suggested in textbook.		

PERFORMANCE PLAN ATTACHMENT 2 FORMAT FOR CERTIFICATE OF SERVICE (COS)

(Use official letterhead paper)

MEMORANDUM FOR [Address of Contracting Office] (date)
ATTENTION: Contracting Officer

FROM: [Your Address]

SUBJECT: Certificate Of Service (COS)

I certify that the contractor has satisfactory completed all performance requirements of the

OR

Except for performance of (name of support), I certify that the contractor has satisfactorily completed performance requirements of the XXXXXX

2. (Name of support) support was unsatisfactory due to failure by the contractor to promptly or satisfactorily correct a discrepancy, or discrepancies, identified by the Government. Reference attached corrective action documentation.

//handwritten signature//
Quality Assurance Manager

Attachments:

- a. Copy of QAMR
- b. Copies of MFRs
- c. Support Document Package

cc: SOAL-KH Contracting Officer

PERFORMANCE PLAN ATTACHMENT 3 – QUALITY ASSURANCE MONTHLY REPORT (QAMR)
FORMAT

SUBJ: QA Monthly Report, Period Covered (date)

SECTION I. OVERALL PERFORMANCE RATING:

EXAMPLE: Satisfactory or Unsatisfactory

Any rating of unsatisfactory will require a description of discrepancies that sufficiently justifies the rating.

SECTION II. SIGNIFICANT ITEMS RELATING TO PERFORMANCE:

Include discrepancies that may cause injury to personnel, damage to government equipment, or mission failure. Documentation citing recurring problems or undesirable trends should be identified.

List any Critical Evaluation Items (CEIs) that were not performed within the prescribed frequency. An explanation of CEI nonperformance is required.

List discrepancies closed during the reporting period.

SECTION III. ADDITIONAL COMMENTS.

This section may be used to provide any QA related information or questions concerning the QA program. Include findings of inspections, surveys, or staff assistance visits.

Note: Include a SOW reference when citing a performance discrepancy.

/handwritten signature/
John Smith
Quality Assurance Manager

PERFORMANCE PLAN ATTACHMENT 4 – MEMORANDUM FOR RECORD FORMAT

(date)

MEMO FOR RECORD

SUBJECT: QAP Surveillance

Contract Title: (contract name)

Contract Number: (contract number)

1. Item Evaluated (SOW para XX)

2. Paragraph Title

3. Findings: SOW Paragraph XX, Sentence XX

Excellent support provided by the contractor on assigning control numbers. Control numbers are assigned by MC for MIR/CAMS/ AFSCN and OTHER category as requested by end user. The job ticket information is kept in database form and maintained appropriately. MC does a tremendous job helping end users provide appropriate information from the beginning to the end of each job. Rating: SAT

//handwritten signature//
50 SCS QAP

SECTION J, ATTACHMENT 4 – INTERAGENCY LANGUAGE ROUNDTABLE LANGUAGE (ILR)**Interagency Language Roundtable Language (ILR)****Skill Level Descriptions**

The following descriptions of proficiency levels 0, 1, 2, 3, 4, and 5 characterize spoken-language use. Each higher level implies control of the previous levels' functions and accuracy. The designation 0+, 1+, 2+, etc. will be assigned when proficiency substantially exceeds one skill level and does not fully meet the criteria for the next level. The "plus-level" descriptions, therefore, are subsidiary to the "base-level" descriptions.

A skill level is assigned to a person through an authorized language examination. Examiners assign a level on a variety of performance criteria exemplified in the descriptive statements. Therefore, the examples given here illustrate, but do not exhaustively describe, either the skills a person may possess or situations in which he/she may function effectively.

Statements describing accuracy refer to typical stages in the development of competence in the most commonly taught languages in formal training programs. In other languages, emerging competence parallels these characterizations, but often with different details.

Unless otherwise specified, the term "native speaker" refers to native speakers of a standard dialect.

"Well-educated," in the context of these proficiency descriptions, does not necessarily imply formal higher education. However, in cultures where formal higher education is common, the language-use abilities of persons who have had such education is considered the standard. That is, such a person meets contemporary expectations for the formal, careful style of the language, as well as a range of less formal varieties of the language.

These descriptions may be further specified by individual agencies to characterize those aspects of language-use performance which are of insufficient generality to be included here.

These descriptions were approved by the Interagency Language Roundtable, consisting of the following agencies.

Department of Defense
Department of State
Central Intelligence Agency
National Security Agency
Department of the Interior
National Institutes of Health
National Science Foundation
Department of Agriculture
Drug Enforcement Administration
Federal Bureau of Investigation
ACTION/Peace Corps
Agency for International Development
Office of Personnel Management
Immigration and Naturalization Service
Department of Education
US Customs Service

US Information Agency
Library of Congress

Speaking

Preface

Speaking 0 (No Proficiency)

Speaking 0+ (Memorized Proficiency)

Speaking 1 (Elementary Proficiency)

Speaking 1+ (Elementary Proficiency, Plus)

Speaking 2 (Limited Working Proficiency)

Speaking 2+ (Limited Working Proficiency, Plus)

Speaking 3 (General Professional Proficiency)

Speaking 3+ (General Professional Proficiency, Plus)

Speaking 4 (Advanced Professional Proficiency)

Speaking 4+ (Advanced Professional Proficiency, Plus)

Speaking 5 (Functionally Native Proficiency)

Preface

The following proficiency level descriptions characterize spoken language use. Each of the six "base levels" (coded 00, 10, 20, 30, 40, and 50) implies control of any previous "base level's" functions and accuracy. The "plus level" designation (coded 06, 16, 26, etc.) will be assigned when proficiency substantially exceeds one base skill level and does not fully meet the criteria for the next "base level." The "plus level" descriptions are therefore supplementary to the "base level" descriptions.

A skill level is assigned to a person through an authorized language examination. Examiners assign a level on a variety of performance criteria exemplified in the descriptive statements. Therefore, the examples given here illustrate, but do not exhaustively describe, either the skills a person may possess or situations in which he/she may function effectively.

Statements describing accuracy refer to typical stages in the development of competence in the most commonly taught languages in formal training programs. In other languages, emerging competence parallels these characterizations, but often with different details.

Unless otherwise specified, the term "native speaker" refers to native speakers of a standard dialect.

"Well-educated," in the context of these proficiency descriptions, does not necessarily imply formal higher education; however, in cultures where formal higher education is common, the language-use abilities of persons who have had such education is considered the standard. That is, such a person meets contemporary expectations for the formal, careful style of the language, as well as a range of less formal varieties of the language.

Speaking 0 (No Proficiency)

Unable to function in the spoken language. Oral production is limited to occasional isolated words. Has essentially no communicative ability. (Has been coded L-0 in some nonautomated applications. [Data Code 0])

Speaking 0+ (Memorized Proficiency)

Able to satisfy immediate needs using rehearsed utterances. Shows little real autonomy of expression, flexibility or spontaneity. Can ask questions or make statements with reasonable accuracy only with memorized utterances or formulae. Attempts at creating speech are usually unsuccessful.

Examples: The individual's vocabulary is usually limited to areas of immediate survival needs. Most utterances are telegraphic; that is, functors (linking words, markers and the like) are omitted, confused or distorted. An individual can usually differentiate most significant sounds when produced in isolation but, when combined in words or groups of words; errors may be frequent. Even with repetition, communication is severely limited even with people used to dealing with foreigners. Stress, intonation, tone, etc. are usually quite faulty. (Has been coded S-0+ in some nonautomated applications.) [Data Code 06]

Speaking 1 (Elementary Proficiency)

Able to satisfy minimum courtesy requirements and maintain very simple face-to-face conversations on familiar topics. A native speaker must often use slowed speech, repetition, paraphrase, or a combination of these to be understood by this individual. Similarly, the native speaker must strain and employ real-world knowledge to understand even simple statements/questions from this individual. This speaker has a functional, but limited proficiency. Misunderstandings are frequent, but the individual is able to ask for help and to verify comprehension of native speech in face-to-face interaction. The individual is unable to produce continuous discourse except with rehearsed material.

Examples: Structural accuracy is likely to be random or severely limited. Time concepts are vague. Vocabulary is inaccurate, and its range is very narrow. The individual often speaks with great difficulty. By repeating, such speakers can make themselves understood to native speakers who are in regular contact with foreigners but there is little precision in the information conveyed. Needs, experience or training may vary greatly from individual to individual; for example, speakers at this level may have encountered quite different vocabulary areas. However, the individual can typically satisfy predictable, simple, personal and accommodation needs; can generally meet courtesy, introduction, and identification requirements; exchange greetings; elicit and provide, for example, predictable and skeletal biographical information. He/she might give information about business hours, explain routine procedures in a limited way, and state in a simple manner what actions will be taken. He/she is able to formulate some questions even in languages with complicated question constructions. Almost every utterance may be characterized by structural errors and errors in basic grammatical relations. Vocabulary is extremely limited and characteristically does not include modifiers. Pronunciation, stress, and intonation are generally poor, often heavily influenced by another language. Use of structure and vocabulary is highly imprecise. (Has been coded S-1 in some nonautomated applications.) [Data Code 10]

Speaking 1+ (Elementary Proficiency, Plus)

Can initiate and maintain predictable face-to-face conversations and satisfy limited social demands. He/she may, however, have little understanding of the social conventions of conversation. The interlocutor is generally required to strain and employ real-world knowledge to understand even some simple speech. The speaker at this level may hesitate and may have to change subjects due to lack of language resources. Range and control of the language are limited. Speech largely consists of a series of short, discrete utterances.

Examples: The individual is able to satisfy most travel and accommodation needs and a limited range of social demands beyond exchange of skeletal biographic information. Speaking ability may extend beyond

May exhibit the more common forms of verb tenses, for example, but may make frequent errors in formation and selection. While some structures are established, errors occur in more complex patterns. The individual typically cannot sustain coherent structures in longer utterances or unfamiliar situations. Ability to describe and give precise information is limited. Person, space and time references are often used incorrectly. Pronunciation is understandable to natives used to dealing with foreigners. Can combine most significant sounds with reasonable comprehensibility, but has difficulty in producing certain sounds in certain positions or in certain combinations. Speech will usually be labored. Frequently has to repeat utterances to be understood by the general public. (Has been coded S-1+ in some nonautomated applications.) [Data Code 16]

Speaking 2 (Limited Working Proficiency)

Able to satisfy routine social demands and limited work requirements. Can handle routine work-related interactions that are limited in scope. In more complex and sophisticated work-related tasks, language usage generally disturbs the native speaker. Can handle with confidence, but not with facility, most normal, high-frequency social conversational situations including extensive, but casual conversations about current events, as well as work, family, and autobiographical information. The individual can get the gist of most everyday conversations but has some difficulty understanding native speakers in situations that require specialized or sophisticated knowledge. The individual's utterances are minimally cohesive. Linguistic structure is usually not very elaborate and not thoroughly controlled; errors are frequent. Vocabulary use is appropriate for high-frequency utterances, but unusual or imprecise elsewhere.

Examples: While these interactions will vary widely from individual to individual, the individual can typically ask and answer predictable questions in the workplace and give straightforward instructions to subordinates. Additionally, the individual can participate in personal and accommodation-type interactions with elaboration and facility; that is, can give and understand complicated, detailed, and extensive directions and make non-routine changes in travel and accommodation arrangements. Simple structures and basic grammatical relations are typically controlled; however, there are areas of weakness. In the commonly taught languages, these may be simple markings such as plurals, articles, linking words, and negatives or more complex structures such as tense/aspect usage, case morphology, passive constructions, word order, and embedding. (Has been coded S-2 in some nonautomated applications.) [Data Code 20]

Speaking 2+ (Limited Working Proficiency, Plus)

Able to satisfy most work requirements with language usage that is often, but not always, acceptable and effective. The individual shows considerable ability to communicate effectively on topics relating to particular interests and special fields of competence. Often shows a high degree of fluency and ease of speech, yet when under tension or pressure, the ability to use the language effectively may deteriorate. Comprehension of normal native speech is typically nearly complete. The individual may miss cultural and local references and may require a native speaker to adjust to his/her limitations in some ways. Native speakers often perceive the individual's speech to contain awkward or inaccurate phrasing of ideas, mistaken time, space and person references, or to be in some way inappropriate, if not strictly incorrect.

Examples: Typically the individual can participate in most social, formal, and informal interactions, but limitations either in range of contexts, types of tasks or level of accuracy hinder effectiveness. The individual may be ill at ease with the use of the language either in social interaction or in speaking at length in professional contexts. He/she is generally strong in either structural precision or vocabulary, but not in both. Weakness or unevenness in one of the foregoing, or in pronunciation, occasionally results in

often incohesive. (Has been coded S-2+ in some nonautomated applications.) [Data Code 26]

Speaking 3 (General Professional Proficiency)

Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations in practical, social and professional topics. Nevertheless, the individual's limitations generally restrict the professional contexts of language use to matters of shared knowledge and/or international convention. Discourse is cohesive. The individual uses the language acceptably, but with some noticeable imperfections; yet, errors virtually never interfere with understanding and rarely disturb the native speaker. The individual can effectively combine structure and vocabulary to convey his/her meaning accurately. The individual speaks readily and fills pauses suitably. In face-to-face conversation with natives speaking the standard dialect at a normal rate of speech, comprehension is quite complete. Although cultural references, proverbs and the implications of nuances and idiom may not be fully understood, the individual can easily repair the conversation. Pronunciation may be obviously foreign. Individual sounds are accurate: but stress, intonation and pitch control may be faulty.

Examples: Can typically discuss particular interests and special fields of competence with reasonable ease. Can use the language as part of normal professional duties such as answering objections, clarifying points, justifying decisions, understanding the essence of challenges, stating and defending policy, conducting meetings, delivering briefings, or other extended and elaborate informative monologues. Can reliably elicit information and informed opinion from native speakers. Structural inaccuracy is rarely the major cause of misunderstanding. Use of structural devices is flexible and elaborate. Without searching for words or phrases, the individual uses the language clearly and relatively naturally to elaborate concepts freely and make ideas easily understandable to native speakers. Errors occur in low-frequency and highly complex structures. (Has been coded S-3 in some nonautomated applications.) [Data Code 30]

Speaking 3+ (General Professional Proficiency, Plus)

Is often able to use the language to satisfy professional needs in a wide range of sophisticated and demanding tasks.

Examples: Despite obvious strengths, may exhibit some hesitancy, uncertainty, effort or errors which limit the range of language-use tasks that can be reliably performed. Typically there is particular strength in fluency and one or more, but not all, of the following: breadth of lexicon, including low- and medium-frequency items, especially socio-linguistic/cultural references and nuances of close synonyms; structural precision, with sophisticated features that are readily, accurately and appropriately controlled (such as complex modification and embedding in Indo-European languages); discourse competence in a wide range of contexts and tasks, often matching a native speaker's strategic and organizational abilities and expectations. Occasional patterned errors occur in low frequency and highly-complex structures. (Has been coded S-3+ in some nonautomated applications.) [Data Code 36]

Speaking 4 (Advanced Professional Proficiency)

Able to use the language fluently and accurately on all levels normally pertinent to professional needs. The individual's language usage and ability to function are fully successful. Organizes discourse well, using appropriate rhetorical speech devices, native cultural references and understanding. Language ability only rarely hinders him/her in performing any task requiring language; yet, the individual would seldom be perceived as a native. Speaks effortlessly and smoothly and is able to use the language with a high degree of effectiveness, reliability and precision for all representational purposes within the range of

in a range of unpredictable circumstances. Can perform extensive, sophisticated language tasks, encompassing most matters of interest to well-educated native speakers, including tasks which do not bear directly on a professional specialty.

Examples: Can discuss in detail concepts which are fundamentally different from those of the target culture and make those concepts clear and accessible to the native speaker. Similarly, the individual can understand the details and ramifications of concepts that are culturally or conceptually different from his/her own. Can set the tone of interpersonal official, semi-official and non-professional verbal exchanges with a representative range of native speakers (in a range of varied audiences, purposes, tasks and settings). Can play an effective role among native speakers in such contexts as conferences, lectures and debates on matters of disagreement. Can advocate a position at length, both formally and in chance encounters, using sophisticated verbal strategies. Understands and reliably produces shifts of both subject matter and tone. Can understand native speakers of the standard and other major dialects in essentially any face-to-face interaction. (Has been coded S-4 in some nonautomated applications.) [Data Code 40]

Speaking 4+ (Advanced Professional Proficiency, Plus)

Speaking proficiency is regularly superior in all respects, usually equivalent to that of a well educated, highly articulate native speaker. Language ability does not impede the performance of any language-use task. However, the individual would not necessarily be perceived as culturally native.

Examples: The individual organizes discourse well, employing functional rhetorical speech devices, native cultural references and understanding. Effectively applies a native speaker's social and circumstantial knowledge; however, cannot sustain that performance under all circumstances. While the individual has a wide range and control of structure, an occasional nonnative slip may occur. The individual has a sophisticated control of vocabulary and phrasing that is rarely imprecise, yet there are occasional weaknesses in idioms, colloquialisms, pronunciation, cultural reference or there may be an occasional failure to interact in a totally native manner. (Has been coded S-4+ in some nonautomated applications.) [Data Code 46]

Speaking 5 (Functionally Native Proficiency)

Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker and reflects the cultural standards of the country where the language is natively spoken. The individual uses the language with complete flexibility and intuition, so that speech on all levels is fully accepted by well-educated native speakers in all of its features, including breadth of vocabulary and idiom, colloquialisms and pertinent cultural references. Pronunciation is typically consistent with that of well-educated native speakers of a non-stigmatized dialect. (Has been coded S-5 in some nonautomated applications.) [Data Code 50]

Listening

Preface

Listening 0 (No Proficiency)

Listening 0+ (Memorized Proficiency)

Listening 1+ (Elementary Proficiency, Plus)
Listening 2 (Limited Working Proficiency)
Listening 2+ (Limited Working Proficiency, Plus)
Listening 3 (General Professional Proficiency)
Listening 3+ (General Professional Proficiency, Plus)
Listening 4 (Advanced Professional Proficiency)
Listening 4+ (Advanced Professional Proficiency, Plus)
Listening 5 (Functionally Native Proficiency)

Preface

The following proficiency level descriptions characterize comprehension of the spoken language. Each of the six "base levels" (coded 00, 10, 20, 30, 40, and 50) implies control of any previous "base levels" functions and accuracy. The "plus level" designation (coded 06, 16, 26, etc.) will be assigned when proficiency substantially exceeds one base skill level and does not fully meet the criteria for the next "base level." The "plus level" descriptions are therefore supplementary to the "base level" descriptions.

A skill level is assigned to a person through an authorized language examination. Examiners assign a level on a variety of performance criteria exemplified in the descriptive statements. Therefore, the examples given here illustrate, but do not exhaustively describe, either the skills a person may possess or situations in which he/she may function effectively.

Statements describing accuracy refer to typical stages in the development of competence in the most commonly taught languages in formal training programs. In other languages, emerging competence parallels these characterizations, but often with different details.

Unless otherwise specified, the term "native listener" refers to native speakers and listeners of a standard dialect.

"Well-educated," in the context of these proficiency descriptions, does not necessarily imply formal higher education. However, in cultures where formal higher education is common, the language-use abilities of persons who have had such education is considered the standard. That is, such a person meets contemporary expectations for the formal, careful style of the language, as well as a range of less formal varieties of the language.

Listening 0 (No Proficiency)

No practical understanding of the spoken language. Understanding is limited to occasional isolated words with essentially no ability to comprehend communication. (Has been coded L-0 in some nonautomated applications. [Data Code 00])

Listening 0+ (Memorized Proficiency)

Sufficient comprehension to understand a number of memorized utterances in areas of immediate needs. Slight increase in utterance length understood but requires frequent long pauses between understood phrases and repeated requests on the listener's part for repetition. Understands with reasonable accuracy only when this involves short memorized utterances or formulae. Utterances understood are relatively short in length. Misunderstandings arise due to ignoring or inaccurately hearing sounds or word endings (both inflectional and non-inflectional), distorting the original meaning. Can understand only with difficulty even such people as teachers who are used to speaking with non-native

meaning. Gets some main ideas. (Has been coded L-0+ in some nonautomated applications.) [Data Code 06]

Listening 1 (Elementary Proficiency)

Sufficient comprehension to understand utterances about basic survival needs and minimum courtesy and travel requirements in areas of immediate need or on very familiar topics, can understand simple questions and answers, simple statements and very simple face-to-face conversations in a standard dialect. These must often be delivered more clearly than normal at a rate slower than normal with frequent repetitions or paraphrase (that is, by a native used to dealing with foreigners). Once learned, these sentences can be varied for similar level vocabulary and grammar and still be understood. In the majority of utterances, misunderstandings arise due to overlooked or misunderstood syntax and other grammatical clues. Comprehension vocabulary inadequate to understand anything but the most elementary needs. Strong interference from the candidate's native language occurs. Little precision in the information understood owing to the tentative state of passive grammar and lack of vocabulary. Comprehension areas include basic needs such as: meals, lodging, transportation, time and simple directions (including both route instructions and orders from customs officials, policemen, etc.). Understands main ideas. (Has been coded L-1 in some nonautomated applications.) [Data Code 10]

Listening 1+ (Elementary Proficiency, Plus)

Sufficient comprehension to understand short conversations about all survival needs and limited social demands. Developing flexibility evident in understanding a range of circumstances beyond immediate survival needs. Shows spontaneity in understanding by speed, although consistency of understanding is uneven. Limited vocabulary range necessitates repetition for understanding. Understands more common time forms and most question forms, some word order patterns, but miscommunication still occurs with more complex patterns. Cannot sustain understanding of coherent structures in longer utterances or in unfamiliar situations. Understanding of descriptions and the giving of precise information is limited. Aware of basic cohesive features (e.g., pronouns, verb inflections) but many are unreliably understood, especially if less immediate in reference. Understanding is largely limited to a series of short, discrete utterances. Still has to ask for utterances to be repeated. Some ability to understand facts. (Has been coded L-1+ in some nonautomated applications.) [Data Code 16]

Listening 2 (Limited Working Proficiency)

Sufficient comprehension to understand conversations on routine social demands and limited job requirements. Able to understand face-to-face speech in a standard dialect, delivered at a normal rate with some repetition and rewording, by a native speaker not used to dealing with foreigners, about everyday topics, common personal and family news, well-known current events and routine office matters through descriptions and narration about current, past and future events; can follow essential points of discussion or speech at an elementary level on topics in his/her special professional field. Only understands occasional words and phrases of statements made in unfavorable conditions, for example through loudspeakers outdoors. Understands factual content. Native language causes less interference in listening comprehension. Able to understand facts; i.e., the lines but not between or beyond the lines. (Has been coded L-2 in some nonautomated applications.) [Data Code 20]

Listening 2+ (Limited Working Proficiency, Plus)

Sufficient comprehension to understand most routine social demands and most conversations on work requirements as well as some discussions on concrete topics related to particular interests and special fields of competence. Often shows remarkable ability and ease of understanding, but under tension or

base or less than secure knowledge of grammar and syntax. Normally understands general vocabulary with some hesitant understanding of everyday vocabulary still evident. Can sometimes detect emotional overtones. Some ability to understand implications. (Has been Coded L-2+ in some nonautomated applications.) [Data Code 26]

Listening 3 (General Professional Proficiency)

Able to understand the essentials of all speech in a standard dialect including technical discussions within a special field. Has effective understanding of face-to-face speech, delivered with normal clarity and speed in a standard dialect on general topics and areas of special interest; understands hypothesizing and supported opinions. Has broad enough vocabulary that rarely has to ask for paraphrasing or explanation. Can follow accurately the essentials of conversations between educated native speakers, reasonably clear telephone calls, radio broadcasts, news stories similar to wire service reports, oral reports, some oral technical reports and public addresses on non-technical subjects; can understand without difficulty all forms of standard speech concerning a special professional field. Does not understand native speakers if they speak very quickly or use some slang or dialect. Can often detect emotional overtones. Can understand implications. (Has been coded L-3 in some nonautomated applications.) [Data Code 30]

Listening 3+ (General Professional Proficiency, Plus)

Comprehends most of the content and intent of a variety of forms and styles of speech pertinent to professional needs, as well as general topics and social conversation. Ability to comprehend many sociolinguistic and cultural references. However, may miss some subtleties and nuances. Increased ability to comprehend unusually complex structures in lengthy utterances and to comprehend many distinctions in language tailored for different audiences. Increased ability to understand native speakers talking quickly, using nonstandard dialect or slang; however, comprehension is not complete. Can discern some relationships among sophisticated listening materials in the context of broad experience. Can follow some unpredictable turns of thought readily, for example, in informal and formal speeches covering editorial, conjectural and literary material in subject matter areas directed to the general listener. (Has been coded L-3+ in some nonautomated applications.) [Data Code 36]

Listening 4 (Advanced Professional Proficiency)

Able to understand all forms and styles of speech pertinent to professional needs. Able to understand fully all speech with extensive and precise vocabulary, subtleties and nuances in all standard dialects on any subject relevant to professional needs within the range of his/her experience, including social conversations; all intelligible broadcasts and telephone calls; and many kinds of technical discussions and discourse. Understands language specifically tailored (including persuasion, representation, counseling and negotiating) to different audiences. Able to understand the essentials of speech in some non-standard dialects. Has difficulty in understanding extreme dialect and slang, also in understanding speech in unfavorable conditions, for example through bad loudspeakers outdoors. Can discern relationships among sophisticated listening materials in the context of broad experience. Can follow unpredictable turns of thought readily, for example, in informal and formal speeches covering editorial, conjectural and literary material in any subject matter directed to the general listener. (Has been coded L-4 in some nonautomated applications.) [Data Code 40]

Listening 4+ (Advanced Professional Proficiency, Plus)

Increased ability to understand extremely difficult and abstract speech as well as ability to understand all forms and styles of speech pertinent to professional needs, including social conversations. Increased

understand speech in unfavorable conditions. Strong sensitivity to sociolinguistic and cultural references. Accuracy is close to that of the well-educated native listener but still not equivalent. (Has been coded L-4+ in some nonautomated applications.) [Data Code 46]

Listening 5 (Functionally Native Proficiency)

Comprehension equivalent to that of the well-educated native listener. Able to understand fully all forms and styles of speech intelligible to the well-educated native listener, including a number of regional and illiterate dialects, highly colloquial speech and conversations and discourse distorted by marked interference from other noise. Able to understand how natives think as they create discourse. Able to understand extremely difficult and abstract speech. (Has been coded L-5 in some nonautomated applications.) [Data C]

Reading

Preface

Reading 0 (No Proficiency)

Reading 0+ (Memorized Proficiency)

Reading 1 (Elementary Proficiency)

Reading 1+ (Elementary Proficiency, Plus)

Reading 2 (Limited Working Proficiency)

Reading 2+ (Limited Working Proficiency, Plus)

Reading 3 (General Professional Proficiency)

Reading 3+ (General Professional Proficiency, Plus)

Reading 4 (Advanced Professional Proficiency)

Reading 4+ (Advanced Professional Proficiency, Plus)

Reading 5 (Functionally Native Proficiency)

Preface

The following proficiency level descriptions characterize comprehension of the written language. Each of the six "base levels" implies control of any previous "base level's" functions and accuracy. The "plus level" designation will be assigned when proficiency substantially exceeds one base skill level and does not fully meet the criteria for the next "base level." The "plus level" descriptions are therefore supplementary to the "base level" descriptions.

A skill level is assigned to a person through an authorized language examination. Examiners assign a level on a variety of performance criteria exemplified in the descriptive statements. Therefore, the examples given here illustrate, but do not exhaustively describe, either the skills a person may possess or situations in which he/she may function effectively.

Statements describing accuracy refer to typical stages in the development of competence in the most

parallels these characterizations, but often with different details.

Unless otherwise specified, the term "native reader" refers to native readers of a standard dialect.

"Well-educated," in the context of these proficiency descriptions, does not necessarily imply formal higher education. However, in cultures where formal higher education is common, the language-use abilities of persons who have had such education is considered the standard. That is, such a person meets contemporary expectations for the formal, careful style of the language, as well as a range of less formal varieties of the language.

In the following descriptions a standard set of text-types is associated with each level. The text-type is generally characterized in each descriptive statement.

The word "read," in the context of these proficiency descriptions, means that the person at a given skill level can thoroughly understand the communicative intent in the text-types described. In the usual case the reader could be expected to make a full representation, thorough summary, or translation of the text into English.

Other useful operations can be performed on written texts that do not require the ability to "read" as defined above. Examples of such tasks which people of a given skill level may reasonably be expected to perform are provided, when appropriate, in the descriptions.

R-0: Reading 0 (No Proficiency)

No practical ability to read the language. Consistently misunderstands or cannot comprehend at all.

R-0+: Reading 0+ (Memorized Proficiency)

Can recognize all the letters in the printed version of an alphabetic system and high-frequency elements of a syllabary or a character system. Able to read some or all of the following: numbers, isolated words and phrases, personal and place names, street signs, office and shop designations. The above often interpreted inaccurately. Unable to read connected prose.

R-1: Reading 1 (Elementary Proficiency)

Sufficient comprehension to read very simple connected written material in a form equivalent to usual printing or typescript. Can read either representations of familiar formulaic verbal exchanges or simple language containing only the highest frequency structural patterns and vocabulary, including shared international vocabulary items and cognates (when appropriate). Able to read and understand known language elements that have been recombined in new ways to achieve different meanings at a similar level of simplicity. Texts may include descriptions of persons, places or things; and explanations of geography and government such as those simplified for tourists. Some misunderstandings possible on simple texts. Can get some main ideas and locate prominent items of professional significance in more complex texts. Can identify general subject matter in some authentic texts.

R-1+: Reading 1+ (Elementary Proficiency, Plus)

Sufficient comprehension to understand simple discourse in printed form for informative social purposes. Can read material such as announcements of public events, simple prose containing biographical

vocabulary if highly contextualized, but with difficulty in unfamiliar contexts. Can get some main ideas and locate routine information of professional significance in more complex texts. Can follow essential points of written discussion at an elementary level on topics in his/her special professional field.

In commonly taught languages, the individual may not control the structure well. For example, basic grammatical relations are often misinterpreted, and temporal reference may rely primarily on lexical items as time indicators. Has some difficulty with the cohesive factors in discourse, such as matching pronouns with referents. May have to read materials several times for understanding.

R-2: Reading 2 (Limited Working Proficiency)

Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on subjects within a familiar context. Able to read with some misunderstandings straightforward, familiar, factual material, but in general insufficiently experienced with the language to draw inferences directly from the linguistic aspects of the text. Can locate and understand the main ideas and details in material written for the general reader. However, persons who have professional knowledge of a subject may be able to summarize or perform sorting and locating tasks with written texts that are well beyond their general proficiency level. The individual can read uncomplicated, but authentic prose on familiar subjects that are normally presented in a predictable sequence which aids the reader in understanding. Texts may include descriptions and narrations in contexts such as news items describing frequently occurring events, simple biographical information, social notices, formulaic business letters, and simple technical material written for the general reader. Generally the prose that can be read by the individual is predominantly in straightforward/high-frequency sentence patterns. The individual does not have a broad active vocabulary (that is, which he/she recognizes immediately on sight), but is able to use contextual and real-world cues to understand the text. Characteristically, however, the individual is quite slow in performing such a process. Is typically able to answer factual questions about authentic texts of the types described above.

R-2+: Reading 2+ (Limited Working Proficiency, Plus)

Sufficient comprehension to understand most factual material in non-technical prose as well as some discussions on concrete topics related to special professional interests. Is markedly more proficient at reading materials on a familiar topic. Is able to separate the main ideas and details from lesser ones and uses that distinction to advance understanding. The individual is able to use linguistic context and real-world knowledge to make sensible guesses about unfamiliar material. Has a broad active reading vocabulary. The individual is able to get the gist of main and subsidiary ideas in texts which could only be read thoroughly by persons with much higher proficiencies. Weaknesses include slowness, uncertainty, inability to discern nuance and/or intentionally disguised meaning.

R-3: Reading 3 (General Professional Proficiency)

Able to read within a normal range of speed and with almost complete comprehension a variety of authentic prose material on unfamiliar subjects. Reading ability is not dependent on subject matter knowledge, although it is not expected that the individual can comprehend thoroughly subject matter which is highly dependent on cultural knowledge or which is outside his/her general experience and not accompanied by explanation. Text-types include news stories similar to wire service reports or international news items in major periodicals, routine correspondence, general reports, and technical material in his/her professional field; all of these may include hypothesis, argumentation and supported opinions. Misreading rare. Almost always able to interpret material correctly, relate ideas and "read between the lines," (that is, understand the writers' implicit intents in text of the above types). Can get the gist of more sophisticated texts, but may be unable to detect or understand subtlety and nuance. Rarely

complex structure and low frequency idioms.

R-3+: Reading 3+ (General Professional Proficiency, Plus)

Can comprehend a variety of styles and forms pertinent to professional needs. Rarely misinterprets such texts or rarely experiences difficulty relating ideas or making inferences. Able to comprehend many sociolinguistic and cultural references. However, may miss some nuances and subtleties. Able to comprehend a considerable range of intentionally complex structures, low frequency idioms, and uncommon connotative intentions, however, accuracy is not complete. The individual is typically able to read with facility, understand, and appreciate contemporary expository, technical or literary texts which do not rely heavily on slang and unusual items.

R-4: Reading 4 (Advanced Professional Proficiency)

Able to read fluently and accurately all styles and forms of the language pertinent to professional needs. The individual's experience with the written language is extensive enough that he/she is able to relate inferences in the text to real-world knowledge and understand almost all sociolinguistic and cultural references. Able to "read beyond the lines" (that is, to understand the full ramifications of texts as they are situated in the wider cultural, political, or social environment). Able to read and understand the intent of writers' use of nuance and subtlety. The individual can discern relationships among sophisticated written materials in the context of broad experience. Can follow unpredictable turns of thought readily in, for example, editorial, conjectural, and literary texts in any subject matter area directed to the general reader. Can read essentially all materials in his/her special field, including official and professional documents and correspondence. Recognizes all professionally relevant vocabulary known to the educated non-professional native, although may have some difficulty with slang. Can read reasonably legible handwriting without difficulty. Accuracy is often nearly that of a well-educated native reader.

R-4+: Reading 4+ (Advanced Professional Proficiency, Plus)

Nearly native ability to read and understand extremely difficult or abstract prose, a very wide variety of vocabulary, idioms, colloquialisms and slang. Strong sensitivity to and understanding of sociolinguistic and cultural references. Little difficulty in reading less than fully legible handwriting. Broad ability to "read beyond the lines" (that is, to understand the full ramifications of texts as they are situated in the wider cultural, political, or social environment) is nearly that of a well-read or well-educated native reader. Accuracy is close to that of the well-educated native reader, but not equivalent.

R-5: Reading 5 (Functionally Native Proficiency)

Reading proficiency is functionally equivalent to that of the well-educated native reader. Can read extremely difficult and abstract prose; for example, general legal and technical as well as highly colloquial writings. Able to read literary texts, typically including contemporary avant-garde prose, poetry and theatrical writing. Can read classical/archaic forms of literature with the same degree of facility as the well-educated, but non-specialist native. Reads and understands a wide variety of vocabulary and idioms, colloquialisms, slang, and pertinent cultural references. With varying degrees of difficulty, can read all kinds of handwritten documents. Accuracy of comprehension is equivalent to that of a well-educated native reader.

Writing

PrefaceWriting 0 (No Proficiency)Writing 0+ (Memorized Proficiency)Writing 1 (Elementary Proficiency)Writing 1+ (Elementary Proficiency, Plus)Writing 2 (Limited Working Proficiency)Writing 2+ (Limited Working Proficiency, Plus)Writing 3 (General Professional Proficiency)Writing 3+ (General Professional Proficiency, Plus)Writing 4 (Advanced Professional Proficiency)Writing 4+ (Advanced Professional Proficiency, Plus)Writing 5 (Functionally Native Proficiency)

Preface

The following proficiency level descriptions characterize written language use. Each of the six "base levels" (coded 00, 10, 20, 30, 40, and 50) implies control of any previous "base level's" functions and accuracy. The "plus level" designation (coded 06, 16, 26, etc.) will be assigned when proficiency substantially exceeds one base skill level and does not fully meet the criteria for the next "base level." The "plus level" descriptions are therefore supplementary to the "base level" descriptions.

A skill level is assigned to a person through an authorized language examination. Examiners assign a level on a variety of performance criteria exemplified in the descriptive statements. Therefore, the examples given here illustrate, but do not exhaustively describe, either the skills a person may possess or situations in which he/she may function effectively.

Statements describing accuracy refer to typical stages in the development of competence in the most commonly taught languages in formal training programs in other languages. Emerging competence parallels these characterizations, but often with different details.

Unless otherwise specified, the term "native writer" refers to native writers of a standard dialect.

"Well-educated," in the context of these proficiency descriptions, does not necessarily imply formal higher education. However, in cultures where formal higher education is common, the language-use abilities of persons who have had such education is considered the standard. That is, such a person meets contemporary expectations for the formal, careful style of the language, as well as a range of less formal varieties of the language.

Writing 0 (No Proficiency)

No functional writing ability. (Has been coded W-0 in some nonautomated applications.) [Date Code 01]

Writing 0+ (Memorized Proficiency)

Writes using memorized material and set expressions. Can produce symbols in an alphabetic or syllabic writing system or 50 of the most common characters. Can write numbers and dates, own name, nationality, address, etc., such as on a hotel registration form. Otherwise, ability to write is limited to simple lists of common items such as a few short sentences. Spelling and even representation of symbols (letters, syllables, characters) may be incorrect. (Has been coded W-0+ in some nonautomated applications.) [Data Code 06]

Writing 1 (Elementary Proficiency)

Has sufficient control of the writing system to meet limited practical needs. Can create by writing statements and questions on topics very familiar to him/her within the scope of his/her very limited language experience. Writing vocabulary is inadequate to express anything but elementary needs; writes in simple sentences making continual errors in spelling, grammar and punctuation but writing can be read and understood by a native reader used to dealing with foreigners attempting to write his/her language. Writing tends to be a loose collection of sentences (or fragments) on a given topic and provides little evidence of conscious organization. While topics which are "very familiar" and elementary needs vary considerably from individual to individual, any person at this level should be able to write simple phone messages, excuses, notes to service people and simple notes to friends. (800-1000 characters controlled.) (Has been coded W-1 in some nonautomated applications.) [Data Code 10]

Writing 1+ (Elementary Proficiency, Plus)

Sufficient control of writing system to meet most survival needs and limited social demands. Can create sentences and short paragraphs related to most survival needs (food, lodging, transportation, immediate surroundings and situations) and limited social demands. Can express fairly accurate present and future time. Can produce some past verb forms but not always accurately or with correct usage. Can relate personal history, discuss topics such as daily life, preferences and very familiar material. Shows good control of elementary vocabulary and some control of basic syntactic patterns but major errors still occur when expressing more complex thoughts. Dictionary usage may still yield incorrect vocabulary or terms, although the individual can use a dictionary to advantage to express simple ideas. Generally cannot use basic cohesive elements of discourse to advantage (such as relative constructions, object pronouns, connectors, etc.). Can take notes in some detail on familiar topics, and respond to personal questions using elementary vocabulary and common structures. Can write simple letters, summaries of biographical data and work experience with fair accuracy. Writing, though faulty, is comprehensible to native speakers used to dealing with foreigners. (Has been coded W-1+ in some nonautomated applications.) [Data Code 16]

Writing 2 (Limited Working Proficiency)

Able to write routine social correspondence and prepare documentary materials required for most limited work requirements. Has writing vocabulary sufficient to express himself/herself simply with some circumlocutions. Can write simply about a very limited number of current events or daily situations. Still makes common errors in spelling and punctuation, but shows some control of the most common formats and punctuation conventions. Good control of morphology of language (in inflected languages) and of the most frequently used syntactic structures. Elementary constructions are usually handled quite accurately and writing is understandable to a native reader not used to reading the writing of foreigners. Uses a limited number of cohesive devices. (Has been coded W2 in some nonautomated applications.) [Data Code 20]

Writing 2+ (Limited Working Proficiency, Plus)

Shows ability to write with some precision and in some detail about most common topics. Can write about concrete topics relating to particular interests and special fields of competence. Often shows surprising fluency and ease of expression but under time constraints and pressure language may be inaccurate and/or incomprehensible. Generally strong in either grammar or vocabulary but not in both. Weaknesses or unevenness in one of the foregoing or in spelling result in occasional miscommunication. Areas of weakness range from simple constructions such as plurals, articles, prepositions and negatives to more complex structures such as tense usage, passive constructions, word order and relative clauses. Normally controls general vocabulary with some misuse of everyday vocabulary evident. Shows a limited ability to use circumlocutions Uses dictionary to advantage to supply unknown words. Can take fairly accurate notes on material presented orally and handle with fair accuracy most social correspondence. Writing is understandable to native speakers not used to dealing with foreigners' attempts to write the language,

though style is still obviously foreign. (Has been coded W-2+ in some nonautomated applications.) [Data Code 26]

Writing 3 (General Professional Proficiency)

Able to use the language effectively in most formal and informal written exchanges on practical, social and professional topics. Can write reports, summaries, short library research papers on current events, on particular areas of interest or on special fields with reasonable ease. Control of structure, spelling and general vocabulary is adequate to convey his/her message accurately but style may be obviously foreign. Errors virtually never interfere with comprehension and rarely disturb the native reader. Punctuation generally controlled. Employs a full range of structures. Control of grammar good with only sporadic errors in basic structures, occasional errors in the most complex frequent structures and somewhat more frequent errors in low frequency complex structures. Consistent control of compound and complex sentences. Relationship of ideas is consistently clear. (Has been coded W-3 in some nonautomated applications.) [Data Code 30]

Writing 3+ (General Professional Proficiency, Plus)

Able to write the language in a few prose styles pertinent to professional/educational needs. Not always able to tailor language to suit audience. Weaknesses may be in poor control of low frequency complex structures, vocabulary or the ability to express subtleties and nuances. May be able to write on some topics pertinent to professional/educational needs. Organization may suffer due to lack of variety in organizational patterns or in variety of cohesive devices. (Has been coded W-3+ in some nonautomated applications.) [Data Code 36]

Writing 4 (Advanced Professional Proficiency)

Able to write the language precisely and accurately in a variety of prose styles pertinent to professional/educational needs. Errors of grammar are rare including those in low frequency complex structures. Consistently able to tailor language to suit audience and able to express subtleties and nuances. Expository prose is clearly, consistently and explicitly organized. The writer employs a variety of organizational patterns, uses a wide variety of cohesive devices such as ellipses and parallelisms, and subordinates in a variety of ways. Able to write on all topics normally pertinent to professional and educational needs and on social issues of a general nature. Writing adequate to express all his/her experiences. (Has been coded W-4 in some nonautomated applications.) [Data Code 40]

Writing 4+ (Advanced Professional Proficiency, Plus)

Able to write the language precisely and accurately in a wide variety of prose styles pertinent to professional/educational needs. May have some ability to edit but not in the full range of styles. Has some flexibility within a style and shows some evidence of a use of stylistic devices. (Has been coded W-4+ in some nonautomated applications.) [Data Code 46]

Writing 5 (Functionally Native Proficiency)

Has writing proficiency equal to that of a well educated native. Without non-native errors of structure, spelling, style or vocabulary can write and edit both formal and informal correspondence, official reports and documents, and professional/ educational articles including writing for special purposes which might include legal, technical, educational, literary and colloquial writing. In addition to being clear, explicit and informative, the writing and the ideas are also imaginative. The writer employs a very wide range of stylistic devices. (Has been coded W-5 in some nonautomated applications.) [Data Code 50]

ILR Skill Level Descriptions for Translation Performance*
* Approved June 23, 2006

PREFACE

These Skill Level Descriptions are primarily intended to serve as guidelines for use in government settings. They are separate and distinct from the ILR Language Skill Level Descriptions for Speaking, Listening, Reading, and Writing.

Translation is the process of transferring text from one language into another. It is a complex skill requiring several abilities. Consequently, extreme care must be exercised in hiring translators or assigning translation tasks to them. To do otherwise entails the risk that imprecise or even wrong information will be conveyed.

The term "translation" is normally reserved for written renditions of written materials. Translation is thereby distinct from interpretation, which produces a spoken equivalent between two languages. While there are correspondences between translation and interpretation skills, the following applies only to document-to-document renderings.

A successful translation is one that conveys the explicit and implicit meaning of the source language into the target language as fully and accurately as possible. From the standpoint of the user, the translation must also meet the prescribed specifications and deadlines.

Competence in two languages is necessary but not sufficient for any translation task. Though the translator must be able to (1) read and comprehend the source language and (2) write comprehensibly in the target language, the translator must also be able to (3) choose the equivalent expression in the target language that both fully conveys and best matches the meaning intended in the source language (referred to as *congruity judgment*).

A weakness in any of these three abilities will influence performance adversely and have a negative impact on the utility of the product. Therefore, all three abilities must be considered when assessing translation skills.

The prerequisite language skills for translation (reading in the source language and writing in the target language) are tested separately from translation skills themselves. Language proficiency testing serves as a screening tool and may provide a preliminary indication of the individual's potential as a translator. However, to assess translation skills, a translation test that measures the individual's ability to exercise congruity judgment and apply a translation methodology successfully must be used.

Various non-linguistic factors have an impact on performance, such as the time allotted to deliver the product. Familiarity with the subject matter and the socio-cultural aspects of either or both source and target languages may also affect performance. Given previous knowledge of these factors or appropriate training, an individual with limited skills may be able in certain instances to produce renditions of various texts that might be useful for specific purposes. On the other hand, an otherwise skilled translator who lacks subject matter knowledge or who is unfamiliar with certain socio-cultural aspects may provide an unreliable translation of some points if he or she has no access to relevant resources.

Moreover, analytical and research skills as well as adeptness in using translation tools and resources (such as monolingual dictionaries and glossaries, on-line aids, and consultation with experts) allow the individual to proceed methodically and verify the appropriateness of the equivalents chosen. Such specialized skills must be acquired through training and practice.

The complexity of the translation task increases with the complexity of the text to be translated. Accordingly, the individual's performance range will depend on the degree to which competence in all the necessary skills combine in order to produce a rendition that is useful to a reader not familiar with the

source language. Hence, the need for product review and oversight diminishes as the performance level rises. Nonetheless, any translation of potential importance should, to the extent possible, be subject to review for accuracy by another qualified individual.

In summary, an individual's translation performance level depends on (1) command of two languages, (2) ability to exercise congruity judgment and apply a translation methodology, (3) familiarity with the cultural context of both languages, (4) knowledge of terminology in specialized fields, and (5) ability to finalize the product within time constraints and according to specifications.

Individuals should be assigned to tasks within their performance range. To facilitate this correspondence, the Skill Level Descriptions for Translation are divided into three bands: Minimal Performance (levels 0+ to 1+), Limited Performance (levels 2 and 2+), and Professional Performance (levels 3 to 5).

Examples of tasks and texts appropriate for each level are provided. Each level implies control of all functions at the lower levels. The "plus level" designation is used to describe performance which substantially exceeds the next lower skill level but for any reason does not fully meet the criteria for the next higher level.

The Minimal Performance Levels (0+ to 1+) are characterized by weaknesses in all of the requisite skills. Translation is not possible at these levels.

The Limited Performance Levels (2 to 2+) are characterized by weaknesses in one or more of the requisite skills. Renditions prepared by individuals at these levels should not be considered professional translations, and should be subject to rigorous quality control with feedback as a means of development toward professional status.

It is at the Professional Performance Level 3 that all necessary skills begin to align and enable production of a reasonably accurate and reliable translation.

At Professional Performance Level 4 (and above) an individual's competence and expertise combine to produce an accurate and reliable translation of a variety of texts ranging from simple to complex.

It must be noted that language tasks often associated with translation, such as gisting and summarizing a text, are not included in this document, since such tasks require skills distinct from translation skills.

Professional Performance Level 5

Can successfully translate virtually all texts, including those where lack of linguistic and cultural parallelism between the source language and the target language requires precise congruity judgments and the ability to apply a translation methodology. Expression is flawless. At this level, the translator consistently excels in a number of specialties, and is generally regarded as one of the arbiters of translating very high level language by persons competent in dealing with such material. Nonetheless, the resulting product may be subject to quality control.

Professional Performance Level 4+

Can successfully apply a translation methodology to translate texts that contain highly original and special purpose language (such as that contained in religious sermons, literary prose, and poetry). At this level, a successful performance requires not only conveying content and register but also capturing to the greatest extent all nuances intended in the source document. Expression is virtually flawless. Can produce fully accurate translations in a number of subject fields. When the need arises to perform in areas outside of

specialization, a translator at this level is able to reach a successful level of performance given the time necessary for acquiring the relevant knowledge of the subject matter. The resulting product is a professional translation which may be subject to quality control.

Professional Performance Level 4

Can successfully apply a translation methodology to translate a wide variety of complex texts that contain difficult, abstract, idiomatic, highly technical, and colloquial writing. Able to capture subtleties, nuances, and tone and register (such as official, formal, and informal writing). Such texts range from commentary reflecting a specific culture to analysis and argumentation. Linguistic knowledge and familiarity with source language norms enable an individual at this level to translate handwritten documents and other texts that represent spontaneous expression characteristic of native speakers. Expression reflects native usage and consistent control of target language conventions. Can translate materials outside the individual's specialties, but may not reach the absolute subject matter accuracy of the specialist in the given field. The resulting product is a professional translation which may be subject to quality control.

Professional Performance Level 3+

Can generally translate a variety of texts, such as many scientific or financial reports, some legal documents and some colloquial writings. Can convey the meaning of many socio-cultural elements embedded in a text as well as most nuances and relatively infrequent lexical and syntactic items of the source language. Expression reflects target language norms and usage. May be able to operate in fields outside areas of specialty. The resulting product is a draft translation, subject to quality control.

Professional Performance Level 3

Can translate texts that contain not only facts but also abstract language, showing an emerging ability to capture their intended implications and many nuances. Such texts usually contain situations and events which are subject to value judgments of a personal or institutional kind, as in some newspaper editorials, propaganda tracts, and evaluations of projects. Linguistic knowledge of both the terminology and the means of expression specific to a subject field is strong enough to allow the translator to operate successfully within that field. Word choice and expression generally adhere to target language norms and rarely obscure meaning. The resulting product is a draft translation, subject to quality control.

Limited Performance Level 2+

Can render straightforward texts dealing with everyday matters that include statements of fact as well as some judgments, opinion, or other elements which entail more than direct exposition, but do not contain figurative language, complicated concepts, complex sentence structures, or instances of syntactic or semantic skewing. In these types of texts, the individual can read source language materials and render them accurately into the target language, conveying the key points and/or main ideas, supporting facts, most of the details, and some nuances. Can usually operate in more than one narrowly defined subject field, using both linguistic knowledge of the languages involved and familiarity with the subject matter. A tendency to adhere to source language structures may result in target language expressions that may appear to be correct but are awkward or perhaps unidiomatic. Such expressions may sometimes obscure meaning. The resulting product is not a professional translation and must be subject to quality control.

Limited Performance Level 2

Able to render into the target language some straightforward, factual texts in the standard variety of the source language. Can typically render accurately uncomplicated prose (such as that used in short identification documents, simple letters, instructions, and some narrative reports) that does not contain figurative language, complex sentence structures, embedding, or instances of syntactic or semantic skewing. Can normally rely on knowledge of the subject matter to operate within one given subject field, consisting of a narrow body of material that is routine, repetitive, and often predictable. Expression in the target language may be faulty, frequently reflecting the structure and word order of the source language. To the extent that faulty expression may obscure or distort meaning, accuracy will suffer. The resulting product is not a professional translation and must be submitted to quality control.

Minimal Performance Level 1+

Able to scan source language texts for specific categories, topics, key points and/or main ideas, generally rendering an accurate report on these but often missing supporting facts and details. Can to some extent render factual materials, such as records or database entries, often relying on real-world knowledge or familiarity with the subject matter. Oversight and review of the product are necessary.

Minimal Performance Level 1

Able to make word-by-word transfers, not always with accuracy. May be able to identify documents by their label or headings and scan graphic materials, such as charts and diagrams, for items of specific interest. Constant oversight and review of the product are necessary.

Minimal Performance Level 0+

Able to transfer very little information from one language into another, usually representing isolated words and/or phrases. Accuracy is haphazard. Constant oversight is required.

Performance Level 0

Has no practical ability to transfer information from one language into another.

Provisional ILR Skill Level Descriptions for Interpretation Performance ILR Committee on Translation and Interpretation

Note to Reader

Preface

Performance Level 0

Minimal Performance Level 0+

Minimal Performance Level [http://www.govtilr.org/Interpretation posting draft.htm](http://www.govtilr.org/Interpretation%20posting%20draft.htm) - 0+#0+1

Minimal Performance Level [http://www.govtilr.org/Interpretation posting draft.htm](http://www.govtilr.org/Interpretation%20posting%20draft.htm) - 0+#0+1+

Limited Level 2

Limited Level [http://www.govtilr.org/Interpretation posting draft.htm](http://www.govtilr.org/Interpretation%20posting%20draft.htm) - 0+#0+2+

Professional Level 3

Professional Level [http://www.govtilr.org/Interpretation posting draft.htm](http://www.govtilr.org/Interpretation%20posting%20draft.htm) - 0+#0+3+

Professional Level [http://www.govtilr.org/Interpretation posting draft.htm](http://www.govtilr.org/Interpretation%20posting%20draft.htm) - 0+#0+4
Professional Level [http://www.govtilr.org/Interpretation posting draft.htm](http://www.govtilr.org/Interpretation%20posting%20draft.htm) - 0+#0+4+
Professional Level [http://www.govtilr.org/Interpretation posting draft.htm](http://www.govtilr.org/Interpretation%20posting%20draft.htm) - 0+#0+5

Note to the Reader: The following draft Skill Level Descriptions for Interpretation Performance were provisionally approved by the federal Interagency Language Roundtable on May 26, 2006, to be used for one year. In May or June of 2007, the ILR will revisit the provisional guidelines with the intent of finalizing them and publishing them officially. During this provisional period, comments, questions, suggestions and criticisms by anyone with an interest in interpretation are welcomed. Please email any input to the Chair of the ILR Translation and Interpretation Committee, Dr. Maria Brau, at Maria.Brau@ic.fbi.gov.

Preface

These Skill Level Descriptions are primarily intended to serve as guidelines for use in government settings.

Interpretation involves the immediate transfer of meaning from one language into another. There are correspondences between interpreting and translating, but an interpreter produces a spoken equivalent between two languages while a translator transfers meaning from written text to written text. Interpretation requires somewhat different skills from those needed for translation.

Command of two languages is prerequisite to any interpreting task. The interpreter must be able to (1) comprehend two languages as spoken and written (if the language has a script), (2) speak both of these languages, and (3) choose the equivalent expression in the target language that fully conveys and best matches the meaning of the source language, (an ability referred to as congruity judgment).

From the standpoint of the user, a successful interpretation is one that faithfully and accurately conveys the meaning of the source language orally, reflecting the style, register, and cultural context of the source message, without omissions, additions or embellishments on the part of the interpreter.

Language competence is a prerequisite, but it is not sufficient for successful performance as an interpreter. Because interpreting takes place in a wide range of formal and informal settings (such as hospitals, courts, and international conferences), applicable protocols and conventions must be mastered and observed. Such specialized non-linguistic skills related to the workplace must be acquired through training, practice, or both. The interpreter must also be able to work in teams, use special equipment, and follow accepted professional practices (such as abstention from personal participation in speaker exchanges).

As with any language mediation, knowledge of socio-cultural factors and familiarity with the subject matter are necessary. Interpretation tasks vary in complexity. For example, the style of language may vary from street language to erudite speech. Therefore, use of language tools and resources, such as monolingual dictionaries, on-line aids, and consultation with experts, serve to enhance the interpreter's performance. Analytical and research skills allow the individual to proceed methodically in order to verify the appropriateness of the equivalents chosen, gain basic knowledge of various specialized fields, and develop glossaries for specific subject matter in preparation for assignments.

There are three different modes of interpretation: simultaneous, consecutive, and sight translation. All three modes involve highly complex cognitive activity, inasmuch as the interpreter must immediately comprehend, analyze, and convert the source message into the target language spoken equivalent.

Simultaneous interpreting requires the interpreter to convey the full and accurate meaning of what is said in the source language into speech in the target language continuously, lagging just slightly behind the original message. Simultaneous interpretation may take place in settings where no pauses or interruptions are possible, and is typically delivered through specialized equipment, such as booths at international conferences.

Consecutive interpretation requires the interpreter to convey the full and accurate meaning of speech from the source language into the target language after the speaker has concluded speaking. Depending on the setting, the speaker may pause periodically to allow for interpreting to take place or continue until the full speech has been delivered. Interpreters generally take notes as memory aids to reconstruct the message and seek clarification if the request will not disrupt the event.

Sight translation requires the interpreter to immediately convey into the spoken target language the meaning of a document written in the source language. It occurs in such settings as medical interviews, witness interrogations, court proceedings, and international meetings.

In summary, an individual's interpretation performance level depends on (1) command of two working languages, (2) ability to exercise congruity judgment, (3) familiarity with the cultural context of both languages, (4) knowledge of terminology in specialized fields, (5) observance of protocols applicable to different settings, and (6) mastery of interpretation modes used in these settings.

Before interpretation tasks are assigned, tests that assess interpreting skills in specific modes and settings should be administered. Language proficiency testing may serve as a screening tool, since an individual's performance will almost certainly not exceed that individual's proficiency level in any of the prerequisite language skills. (For example, a listening or speaking proficiency rated at level 2 in one of the two prescribed working languages will limit interpretation performance to level 2 or below.) However, language testing has limited value in assessing interpreting ability, since interpretation requires knowledge and skills in addition to language proficiency.

Individuals should be assigned to tasks within their performance level. To facilitate this correspondence, the Skill Level Descriptions that follow are divided into three bands: Minimal Performance (levels 0+ to 1+), Limited Performance (levels 2 and 2+), and Professional Performance (levels 3 to 5).

The Minimal Performance Levels (0+ to 1+) are characterized by weaknesses in all of the requisite skills. Interpretation is not possible at these levels.

The Limited Performance Levels (2 to 2+) are characterized by weaknesses in one or more of the requisite skills. Individuals at these levels are not professional interpreters but may, however, serve as language aides for some tasks.

It is at the Professional Performance Level 3 that all necessary skills align to enable a reasonably accurate and reliable interpretation.

At Professional Performance Level 4 (and above) an individual's competence and expertise combine to produce an accurate and reliable interpretation in a variety of settings.

Performance Level 0 (No Proficiency)

No functional ability to transfer information orally from one language into another.

Minimal Performance Level 0+

Able to transfer isolated words on occasion, but not always with accuracy.

Minimal Performance Level 1

Able to transfer isolated short phrases, but not always with accuracy.

Minimal Performance Level 1+

Able to transfer some information, often relying on background knowledge or familiarity with the subject matter. Accuracy is often inadequate..

Limited Performance Level 2

Able to transfer information with some accuracy. The individual may be able to function when exchanges are short, involve subject matters that are routine, and discourse that is repetitive or predictable. May require repetition and clarification. The individual may report only speech content instead of the speaker's own words. Expression in the target language may be frequently faulty.

Limited Performance Level 2+

Able to transfer information during exchanges, generally with adequate accuracy. If attempting interpretation, the individual may falter, stammer, or pause, and fail to transfer exchanges fully. In most instances, the individual fails to use appropriate idiomatic or cultural expressions, but may still be able to transfer meaning using stilted or awkward language. In general, the individual tends to summarize information.

Professional Performance Level 3

Able to interpret exchanges that contain factual information and abstract concepts with acceptable accuracy. Can convey many nuances, cultural allusions, and idioms, though expression may not always reflect target language conventions. Can handle some specialized subject matter. Able to function in the mode required by the setting and generally adheres to applicable protocols and conventions. At this level, the interpreter may not be able to sustain performance in all respects.

Professional Performance Level 3+

Able to interpret accurately and routinely in the mode required by the setting. Can render most colloquial speech and regionalisms, but may occasionally fail to convey all nuances fully. Can handle subject matter in fields such as science, finance or law, in which the interpreter has developed expertise. Expression will generally reflect target language conventions. At this level, the interpreter is able to sustain an adequate performance.

Professional Performance Level 4

Able to interpret complex speech containing idiomatic and colloquial language with a very high degree of accuracy. Can successfully render expressions specific to a culture, and convey almost all subtleties and nuances appropriately. Can handle effectively any mode required by the setting. Can function adequately in fields outside the individual's expertise, given the time to prepare and acquire some familiarity with the subject matter.

Professional Performance Level 4+

Able to interpret complex speech containing idiosyncratic and esoteric language with excellent accuracy. Can successfully render virtually all subtleties and nuances. Can deliver a superior performance in the mode required by the setting. Errors are very rare and expression adheres to target language conventions in all instances.

Professional Performance Level 5

Able to excel consistently at interpreting in the modes required by the setting.

SECTION J, ATTACHMENT 5 – CONUS LABOR CATEGORIES AND RATES

General Instructions: Listed below in Table 1 are five brackets with different geographic regions that will be used to provide labor on this contract.

Table 1:

Bracket 1	Bracket 2	Bracket 3	Bracket 4	Bracket 5
Pensacola, FL	Ft Carson, CO	Norfolk, VA	Moffet Federal Air Field, CA	San Diego, CA
Hurlburt Field, FL	Ft Bragg, NC	Virginia Beach, VA	Mountain View, CA	Ft Wadsworth, Long Is, NY
Draper, UT		Stennis Space Center, MS	Riverdale, MD	
		Ft Campbell, KY		
		Cleveland, OH		
		Birmingham, AL		

The offeror shall provide hourly instructor labor rates for the three identified labor categories as described in the PWS for each bracket and ordering period. The three labor categories are language instructor, unit lab coordinator, and admin/tech assistant. The labor rates should be burdened and will be used for all CONUS FFP and Labor Hour task orders.

Table 2:

		INSTRUCTOR	UNIT LAB COORDINATOR	ADMIN/TECH
Ordering Period 1 15 Jul 07- 14 Jul 08	Bracket 1	\$45.59	\$20.52	\$25.07
	Bracket 2	\$47.87	\$21.54	\$26.33
	Bracket 3	\$51.31	\$23.09	\$28.22
	Bracket 4	\$53.60	\$24.12	\$29.48
	Bracket 5	\$60.46	\$27.21	\$33.25
Ordering Period 2 15 Jul 08- 14 Jul 09	Bracket 1	\$46.96	\$21.13	\$25.83
	Bracket 2	\$49.31	\$22.19	\$27.12
	Bracket 3	\$52.85	\$23.78	\$29.07
	Bracket 4	\$55.21	\$24.84	\$30.36
	Bracket 5	\$62.27	\$28.02	\$34.25
Ordering Period 3 15 Jul 09- 14 Jul 10	Bracket 1	\$48.37	\$21.76	\$26.60
	Bracket 2	\$50.79	\$22.85	\$27.93
	Bracket 3	\$54.43	\$24.50	\$29.94
	Bracket 4	\$56.86	\$25.59	\$31.28
	Bracket 5	\$64.14	\$28.86	\$35.28
Ordering Period 4 15 Jul 10- 14 Jul 11	Bracket 1	\$49.82	\$22.42	\$27.40
	Bracket 2	\$52.31	\$23.54	\$28.77
	Bracket 3	\$56.07	\$25.23	\$30.84
	Bracket 4	\$58.57	\$26.36	\$32.21
	Bracket 5	\$66.07	\$29.73	\$36.34

Ordering	Bracket 1	\$51.31	\$23.09	\$28.22
Period 5	Bracket 2	\$53.88	\$24.25	\$29.63
15 Jul 11-	Bracket 3	\$57.75	\$25.99	\$31.76
14 Jul 12	Bracket 4	\$60.33	\$27.15	\$33.18
	Bracket 5	\$68.05	\$30.62	\$37.43

SECTION J, ATTACHMENT 6 -- OCONUS IMMERSION LABOR RATES

General Instructions: The offeror shall provide hourly instructor labor rates for OCONUS immersion foreign language and cultural training in each country listed below. This listing is not all-inclusive as it changes with mission requirements. The labor rates should be burdened but not include applicable Department of State overseas rate adjustments. The labor rates will be used for all OCONUS FFP and Labor Hour task orders.

Instructor Labor Rates	Language(s)	Ordering Period 1 15 Jul 07- 14 Jul 08	Ordering Period 2 15 Jul 08- 14 Jul 09	Ordering Period 3 15 Jul 09- 14 Jul 10	Ordering Period 4 15 Jul 10- 14 Jul 11	Ordering Period 5 15 Jul 11- 14 Jul 12
Korea	Korean	\$ 65.00	\$ 66.95	\$ 68.96	\$ 71.03	\$ 73.16
Germany	German	\$ 75.00	\$ 77.25	\$ 79.57	\$ 81.95	\$ 84.41
Spain	Spanish	\$ 60.00	\$ 61.80	\$ 63.65	\$ 65.56	\$ 67.53
Costa Rico	Spanish	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78	\$ 33.77
Ecuador	Spanish	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78	\$ 33.77
Croatia	Serbo-Croatian	\$ 65.00	\$ 66.95	\$ 68.96	\$ 71.03	\$ 73.16
China	Chinese-Mandarin	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78	\$ 33.77
Brazil	Portuguese	\$ 35.00	\$ 36.05	\$ 37.13	\$ 38.25	\$ 39.39
Russia	Russian	\$ 60.00	\$ 61.80	\$ 63.65	\$ 65.56	\$ 67.53
Thailand	Thai	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78	\$ 33.77
Martinique	French	\$ 35.00	\$ 36.05	\$ 37.13	\$ 38.25	\$ 39.39
France	French	\$ 75.00	\$ 77.25	\$ 79.57	\$ 81.95	\$ 84.41
Yemen	Arabic	\$ 45.00	\$ 46.35	\$ 47.74	\$ 49.17	\$ 50.65
Oman	Arabic	\$ 45.00	\$ 46.35	\$ 47.74	\$ 49.17	\$ 50.65
Guatemala	Spanish	\$ 45.00	\$ 46.35	\$ 47.74	\$ 49.17	\$ 50.65
Jordan	Arabic	\$ 45.00	\$ 46.35	\$ 47.74	\$ 49.17	\$ 50.65
Egypt	Arabic	\$ 45.00	\$ 46.35	\$ 47.74	\$ 49.17	\$ 50.65
Kazakhstan	Russian	\$ 70.00	\$ 72.10	\$ 74.26	\$ 76.49	\$ 78.79
Ukraine	Russian	\$ 70.00	\$ 72.10	\$ 74.26	\$ 76.49	\$ 78.79
Canada	French	\$ 65.00	\$ 66.95	\$ 68.96	\$ 71.03	\$ 73.16
Czech Republic	Czech	\$ 40.00	\$ 41.20	\$ 42.44	\$ 43.71	\$ 45.02
Italy	Italian	\$ 75.00	\$ 77.25	\$ 79.57	\$ 81.95	\$ 84.41
Greece	Greek	\$ 55.00	\$ 56.65	\$ 58.35	\$ 60.10	\$ 61.90
Honduras	Spanish	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78	\$ 33.77
Indonesia	Indonesian	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78	\$ 33.77
Mali	French	\$ 55.00	\$ 56.65	\$ 58.35	\$ 60.10	\$ 61.90
Portugal	Portuguese	\$ 50.00	\$ 51.50	\$ 53.05	\$ 54.64	\$ 56.28
Qatar	Arabic	\$ 55.00	\$ 56.65	\$ 58.35	\$ 60.10	\$ 61.90
Tunisia	Arabic and French	\$ 55.00	\$ 56.65	\$ 58.35	\$ 60.10	\$ 61.90
Turkey	Turkish	\$ 55.00	\$ 56.65	\$ 58.35	\$ 60.10	\$ 61.90
Puerto Rico	Spanish	\$ 65.00	\$ 66.95	\$ 68.96	\$ 71.03	\$ 73.16
Malaysia	Malay	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78	\$ 33.77
Philippines	Tagalog	\$ 35.00	\$ 36.05	\$ 37.13	\$ 38.25	\$ 39.39
Laos	Lao	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78	\$ 33.77
Cambodia	Khmer	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78	\$ 33.77
Vietnam	Vietnamese	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78	\$ 33.77