

**CENTER FOR ENVIRONMENTAL MANAGEMENT OF MILITARY LANDS
 COLORADO STATE UNIVERSITY**

LABOR RATES SIN 899-1 AND 899-7

Category Name/Title	Rate 24 July 2011 to 23 July 2012
Administrative Assistant I	\$28.90
Administrative Assistant II	\$35.57
Administrative Assistant III	\$42.23
Administrative Assistant IV	\$48.90
Administrative Assistant V	\$55.57
Business Manager I	\$55.57
Business Manager II	\$72.24
Business Manager III	\$88.91
Program Manager I	\$105.58
Program Manager II	\$116.69
Program Manager III	\$127.80
Program Manager IV	\$144.47
Program Manager V	\$166.70
Cultural Resources Specialist I	\$35.57
Cultural Resources Specialist II	\$44.46
Cultural Resources Specialist III	\$55.57
Cultural Resources Specialist IV	\$68.91
Cultural Resources Specialist V	\$85.58
Cultural Resources Specialist VI	\$113.36
Environmental Planner I	\$44.46
Environmental Planner II	\$50.01
Environmental Planner III	\$57.79
Environmental Planner IV	\$66.68
Environmental Planner V	\$78.91
GIS Analyst I	\$53.35
GIS Analyst II	\$62.24
GIS Analyst III	\$72.24
GIS Analyst IV	\$85.58
GIS Analyst V	\$103.36
GIS Technician I	\$33.34
GIS Technician II	\$38.90
GIS Technician III	\$44.46
GIS Technician IV	\$50.01
GIS Technician V	\$55.57
Graphic Artist	\$66.68
Information Technology Specialist I	\$50.01
Information Technology Specialist II	\$57.79
Information Technology Specialist III	\$66.68
Information Technology Specialist IV	\$78.91
Information Technology Specialist V	\$94.47
Life Scientist I	\$53.35
Life Scientist II	\$62.24
Life Scientist III	\$71.13
Life Scientist IV	\$82.24
Life Scientist V	\$93.35
Life Scientist VI	\$102.24
Life Scientist VII	\$115.58
Physical Scientist I	\$57.79
Physical Scientist II	\$62.24
Physical Scientist III	\$71.13
Physical Scientist IV	\$80.02
Physical Scientist V	\$91.13
Physical Scientist VI	\$108.91
Physical Scientist VII	\$122.25
Project Manager I	\$83.35
Project Manager II	\$94.47
Project Manager III	\$105.58
Project Manager IV	\$116.69
Project Manager V	\$133.36
Technician I	\$27.79
Technician II	\$33.34
Technician III	\$38.90
Technician IV	\$44.46
Technician V	\$50.01
Technician VI	\$55.57
Technician VII	\$61.13

GENERAL SERVICES ADMINISTRATION

Federal Supply Service *Authorized Federal Supply Schedule Price List*

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through *GSA Advantage!*[™], a menu-driven database system. The INTERNET address for *GSA Advantage!*[™] is: <http://www.GSAAdvantage.gov>.

Schedule for - Environmental Services

Federal Supply Group: 899

Class: F999

Contract Number: GS-10F-0507N

**For more information on ordering from Federal Supply Schedules
click on the FSS Schedules button at <http://www.fss.gsa.gov>**

Contract Period: July 24, 2003 through July 23, 2008

Contractor: Colorado State University
Sponsored Programs
601 South Howes
408 University Services Center

Business Size:
Non-Profit Business

Telephone: (970) 491-6684

Extension: 1522

FAX Number: (970) 491-6143

Web Site:

E-mail: Carmen.Morales@research.colostate.edu

Contract Administration: Carmen Morales

CUSTOMER INFORMATION:

- 1a. Table of Awarded Special Item Number(s) with appropriate cross-reference to page numbers: 899-1, 899-7
- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
- 1c. If the Contractor is proposing hourly rates a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.
2. **Maximum Order:** \$5,000,000.00
3. **Minimum Order:** \$100.00
4. **Geographic Coverage (delivery Area):** Domestic and Overseas

5. **Point(s) of production (city, county, and state or foreign country):**
Same as company address
6. **Discount from list prices or statement of net price:** Government net prices (discounts already deducted).
See Attachment.
7. **Quantity discounts:** None Offered
8. **Prompt payment terms:** Net 30 days
- 9a. **Notification that Government purchase cards are accepted at or below the micro-purchase threshold:** Yes
- 9b. **Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold:** will Accept Over \$2,500
10. **Foreign items (list items by country of origin):** None
- 11a. **Time of Delivery (Contractor insert number of days):** Specified on the Task Order
- 11b. **Expedited Delivery.** The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price list that have expedited delivery: Contact Contractor
- 11c. **Overnight and 2-day delivery.** The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery: Contact Contractor
- 11d. **Urgent Requirements.** The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery: Contact Contractor
12. **F.O.B Points(s):** Destination
- 13a. **Ordering Address(es):** Same as company address
- 13b. **Ordering procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's), and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules).
14. **Payment address(es):** Same as company address
15. **Warranty provision.:** Contractor's standard commercial warranty
16. **Export Packing Charges (if applicable):** N/A
17. **Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level):** Contact Contractor
18. **Terms and conditions of rental, maintenance, and repair (if applicable):** N/A
19. **Terms and conditions of installation (if applicable):** N/A

20. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable):** N/A
- 20a. **Terms and conditions for any other services (if applicable):** N/A
21. **List of service and distribution points (if applicable):** N/A
22. **List of participating dealers (if applicable):** N/A
23. **Preventive maintenance (if applicable):** N/A
- 24a. **Special attributes such as environmental attributes, (e.g., recycled content, energy efficiency, and/or reduced pollutants):**
- 24b. **If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contactor's website or other location.) The EIT standards can be found at: www.Section508.gov/.**
25. **Data Universal Numbering System (DUNS) number:** 78-5979618
26. **Notification regarding registration in Central Contractor Registration (CCR) database:** Registered

Colorado State University
Sponsored Programs, 601 South Howes
408 University Services Center, Fort Collins, CO 80523 0001

Contract Number: GS-10F-0507N

Contract Period: July 24, 2003 through July 23, 2008

1. Multiple Award Federal Supply Schedule Contract For: Environmental Services.
2. SINs Awarded: 899-1, Environmental Planning Services
899-7, Geographic Information Systems (GIS) *Services (per Mod Refresh to)*
3. Delivery/Performance Area: Domestic and Overseas
4. Order Limitations: Minimum Order:\$ 100.00
Maximum Order: \$5,000,000.00
5. This award is predicated on other than a commercial price list. Award is made for the base period only. Price escalation will be in accordance with the "economic indicator" identified in paragraph (b)(2) of the Economic Price Adjustment - FSS Multiple Award Schedule clause, I-FSS-969 (Jan 2002), attached to CSU's letter dated July 15, 2003 referenced below.
6. Prompt Payment Discount Terms: Net 30 Days
7. Colorado State University's offer dated April 16, 2003 is accepted as modified by the following documents which are attached hereto and made a part of this contract:
 - Amendment 01, dated 3/10/03, 3 pages.
 - Amendment 02, dated 5/30/03, 3 pages.
 - CSU's Exceptions to Terms and Conditions in Solicitation Number TFTP-EW-990899-4, 2 pages.
 - CSU's letter dated May 11, 2003, 3 pages plus attachments.
 - CSU's Final Proposal Revision letter dated July 15, 2003, 1 page, with 4 pages of pricing attached.
8. Contractor shall pay the Industrial Funding Fee of ^{.75}1% of sales, in accordance with clause 552.238-76.
9. Travel: CSU reimburses travel in accordance with an established Travel Policy of the State of Colorado as an exception to the Joint Travel Regulations as provided by Public Law 100-679. Travel costs are reimbursed in accordance with and subject to the limitations of this policy which can be accessed at <http://www.colostate.edu/DEPTS/BusFin/travtoc.html>.
10. CSU has an accounting system capable of segregating and tracking labor hours and is authorized to accept labor hour and Time & Material task orders when determined appropriate by the task ordering agency.
11. Other Direct Costs (ODCs) will be listed as separate line items and identified as 'open market charges'. These Other Direct Costs will be negotiated by the task ordering official when the task order is issued. When ODC's are valued over \$2,500.00, all pertinent acquisition regulations must be followed.

Please Note: Pursuant to Clause 552.238-74, the Contractor must report the quarterly dollar value of sales under the contract by calendar quarter on electronic GSA Form 72A, Contractor's Report of Sales, to the FSS Vendor Support Center (VSC) Website at Internet, <http://VSC.gsa.gov>. If no sales occur, the contractor must show zero on the report.

READ CONTRACT CAREFULLY: This award covers indefinite quantities of products and/or services. No performance or delivery is required until order(s) are received. This contract shall only be used for the services listed (see Section C, Scope of Work). Inappropriate use of the contract for other than Environmental Services may subject the contractor/customer agency to penalties provided by statute or regulation.

**COLORADO STATE UNIVERSITY
EXCEPTIONS TO TERMS AND CONDITIONS
IN SOLICITATION NUMBER
TFTP-EW-990899-4**

Contractor, the Board of Governors of the Colorado State University System acting by and through Colorado State University, hereby submits as part of its Proposal in response to the above-referenced solicitation, the following Exceptions to the terms and conditions of the contract. If a contract is executed, unless otherwise agreed, these exceptions shall be deemed modifications to the contract terms and conditions.

Clause Ref.	Exception
C.1(h) Patent Indemnity	As an institution of the State of Colorado, CSU is prohibited by the Colorado constitution from indemnifying any other party, public or private, as against the claims of third parties. CSU will agree to be fully responsible, to the extent provided by law, for liability arising from infringement by CSU or its employees acting within the scope of their authority, of any United States or foreign patent, trademark or copyright occurring in the performance of this contract, provided that CSU is reasonably notified of such claims and proceedings; provided, however, that nothing herein shall be deemed or construed a waiver of defenses or immunities provided by law (including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. sec. 24-10-101, et seq., as now or hereafter amended).
C.2 Indemnification and Liability	CSU does not intend to provide services under SIN 899-8 under this contract, and unless it does so, this clause does not apply. To the extent that this clause applies, CSU, as an institution of the State of Colorado, CSU is prohibited by the Colorado constitution from indemnifying any other party, public or private, as against the claims of third parties. CSU will agree to be fully responsible, to the extent provided by law, for all actions or claims for loss of or damage to property or the injury or death of persons to the extent arising from the fault, negligence, or wrongful act or omission of CSU or its employees acting within the scope of their authority, provided that CSU is reasonably notified of such claims and proceedings; provided, however, that nothing herein shall be deemed or construed a waiver of defenses or immunities provided by law (including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. sec. 24-10-101, et seq., as now or hereafter amended).
C.14 Required Insurance to Remediation Services	CSU does not intend to provide services under SIN 899-8 under this contract, and unless it does so, this clause does not apply. To the extent that this clause applies, CSU is self-insured pursuant to the Colorado Governmental Immunity Act, C.R.S. sec. 24-10-101, et seq. and the Risk Management provisions of C.R.S. sec. 24-30-

	1501, as now or hereafter amended; and such self-insurance provisions shall constitute the sum total of all coverages required of CSU under this Contract unless otherwise agreed in writing for any particular order or task performed. CSU is unable to name the Government as an additional insured under these self-insurance provisions.
C.15	Same as exception C.14, above.
C.55 Organizational Conflict of Interest	CSU does not intend to provide services under SIN 899-8 under this contract, and unless it does so, this clause does not apply.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES 1 | 16

2. AMENDMENT/MODIFICATION NO. MODIFICATION A169 3. EFFECTIVE DATE SEE BLOCK 16C. 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (IF APPLICABLE)

6. Issued By Code _____ 7. ADMINISTERED BY (If other than Item 6) Code A77
 GSA/FAS/QVOCEA
 Supplier Management Division
 401 West Peachtree Street, Suite 2600
 Atlanta, GA 30365-2550

8. Name and Address of Contractor (No., street, county, State and ZIP Code)
 COLORADO STATE UNIVERSITY
 601 S HOWES ST
 FORT COLLINS, CO 805212807

(x) 9A. AMENDMENT OF SOLICITATION No.
 9B. DATED (SEE ITEM 11)
 X 10A. MODIFICATION OF CONTRACT/ORDER No. GS-10F-0507N
 10B. DATED (SEE ITEM 13) Jul 24, 2003

CODE _____ FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers _____ is extended is not extended.

Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF : FAR 52.212-4(c)
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor _____ is not, is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Schedule 899 Refresh 15
 See Attached

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Carmen Morales Senior Research Administrator Colorado State University		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Shawna L. Dunning Administrative Contracting Officer	
15B. CONTRACTOR/OFFEROR Signed Electronically _____ (Signature of person authorized to sign)	15C. DATE SIGNED Aug 30, 2011	16B. UNITED STATES OF AMERICA Signed Electronically BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED Aug 30, 2011

SUMMARY OF SIGNIFICANT CHANGES

Other Significant Changes

Added Clauses.....

52.209-9 -- UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011) (ALTERNATE I -- JAN 2011)

52.210-1 -- MATERIAL RESEARCH (APR 2011)

52.225-19 -- CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)

Updated Clauses.....

52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (MAR 2011) (ALTERNATE II - DEC 2010)

52.238-78 -- SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (SEP 2008) (ALTERNATE I -- FEB 2007)

Deleted Clauses.....

52.204-9 -- PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

52.209-8 -- UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APRIL 2010) (DEVIATED I - OCT 2010)

Other Significant Changes

Other Significant Changes

NOTICE CONCERNING MODIFICATIONS TO ALL CONTRACTS AWARDED UNDER THIS SOLICITATION: GSA WILL ONLY ACCEPT MODIFICATION REQUESTS SUBMITTED ELECTRONICALLY AS EMODS via <http://eoffer.gsa.gov>

The following link provides guidance on utilizing the eMod systems, obtaining digital certificates, and using the eMod Training Guides: <http://eoffer.gsa.gov>.

Service Contract Act (SCA) Price Revisions:

Contractor is required to review SCA Wage Index, (Document #13), Solicitation TFTP-EW-990899-B (Refresh #15). To revise prices in accordance with FAR 52.222-43, contractor shall notify GSA within 30 days after acceptance of this modification. Note that if the request to revise prices in accordance with FAR 52.222-43 is accepted and processed, all future price increases for SCA eligible categories in the contract shall only be allowed in accordance with FAR 52.222-43. Existing EPA methods (i.e. annual escalation) will be removed for SCA categories. After a modification is approved to increase prices in accordance with FAR 52.222-43, that pricing for the SCA categories will not increase until a future Index of Wage Determinations is incorporated to the contract and an acceptable modification request in accordance with FAR 52.222-43 is received and processed. (Note the Index is updated annually).

SPECIAL ITEM NUMBER (SIN) 899-5: IF CURRENTLY PROVIDING ELECTRONIC RECYCLING SERVICES AND/OR EWASTE DISPOSAL SERVICES:

If firm is currently offering recycling services and/or eWaste disposal services please note the following new requirement:

Firms providing electronic recycling services and/or eWaste disposal are required to provide a copy of third party certification such as R2 or e-Stewards in order to retain an existing contract for electronic recycling services and/or ewaste disposal services.

Websites available for certification include but are not limited to: www.decideagree.com which provides additional information relating to the R2 accredited certification programs for electronic recyclers OR <http://e-stewards.org/certification-overview/how-to-become-an-e-stewards-recycler/> which provides additional information relating to the e-Stewards accredited certification program.

A COPY OF YOUR CERTIFICATION MUST BE SUBMITTED TO THE CONTRACTING OFFICER FOR THIS CONTRACT.

NOTE: IN ORDER TO CONTINUE PROVIDING ELECTRONIC RECYCLING SERVICES AND/OR EWASTE DISPOSAL SERVICES, CERTIFICATION MUST BE RECEIVED WITHIN SIX (6) MONTHS AFTER RECEIPT OF THIS MODIFICATION. SHOULD ADDITIONAL TIME BE NEEDED TO OBTAIN CERTIFICATION, CONTRACTOR IS REQUIRED TO CONTACT THE CONTRACTING OFFICER IMMEDIATELY. ALL TIME FRAMES ARE SUBJECT TO NEGOTIATION HOWEVER CONTRACTOR MUST INITIATE DISCUSSIONS OTHERWISE THE EXPECTATION IS THAT A COPY WILL BE PROVIDED NO LATER THAN SIX (6) MONTHS FROM DATE OF ACCEPTANCE OF THIS MODIFICATION. FAILURE TO SUBMIT CERTIFICATION WILL RESULT IN REMOVAL OF THESE

TYPES OF SERVICES FROM THIS CONTRACT.

Note: Additional information relating to R2 certification is located at www.decidedagree.com. Additional information related to E-Steward certification is located at <http://e-stewards.org/certification-overview/how-to-become-an-e-stewards-recycler/>

OVERSEAS DIFFERENTIAL PAY

The purpose of this provision is to describe how overseas differential pay will be handled on any task orders issued pursuant to Federal Supply Schedule contracts for services.

Definition: Overseas differential pay includes many types of allowances, including Post (Cost of Living) Allowance, Post (Hardship) Differential, Living Quarter Allowance, Education Allowance, Foreign Per Diem, and Danger Pay Allowance. Contractor personnel may be required to perform services in areas designated by the Department of State as Danger Pay or Hardship Posts for a variety of reasons, including contingency operations, humanitarian or peacekeeping operations, military exercises and/or operations, or diplomatic missions.

The Department of State's Standardized Regulations (DSSR) provides the regulations governing allowances, differentials (i.e. Hardship Post and/or Danger Pay) and definitions for all designated areas for all U.S. Government civilian employees. The DSSR provides for additional compensation for service in foreign locations where conditions of environment differ so substantially from conditions of environment in the continental U.S. that additional compensation is warranted and necessary as a recruitment or retention incentive. For U.S. Government civilian employees, hired in the United States, these are cumulative with a maximum of 35 percent each over the basic pay. (The cumulative maximum differential is 70 percent over basic pay, for an overall compensation of 170 percent of base pay.)

Applicability to contract performance: In order to facilitate contractor performance in areas where these differentials may be appropriate, this provision allows the use of the State Departments regulations and allowances as a basis for establishing differential labor rates on task orders. Information on current rates is available at the U.S. Department of State, Office of Allowances web site (http://aoprals.state.gov/Web920/default.asp?menu_id=95). If payment of a differential is determined appropriate by the task order contracting officer, that contracting officer may utilize any method to determine the labor rate (or additional price if pricing is based on other than labor rates) actually paid to the contractor. However, in no event shall the total price paid exceed the Schedule contract price plus the State Department compensation rate applicable to the locality in question.

Example: A task order is contemplated with performance in Kabul, Afghanistan. As of the date of the contractors quotation, the State Department allowance for this location is 70%. The contract rate for the labor category in question is \$100.00 per hour. Therefore, the maximum allowable differential rate for that labor category would be \$170.00 per hour.

Added Clauses

Begin Regulation

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Mar 2008)

(a) Definitions. As used in this clause—

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General.*

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to

remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The designee at task order level [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc.*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.*

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2) (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o) (2) (ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the

Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(ii) That the Contracting Officer has indicated is subject to this clause.

Begin Regulation

**52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION
REGARDING RESPONSIBILITY MATTERS (JAN 2011)
(ALTERNATE I - JAN 2011)**

(a) (1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

Begin Regulation

52.210-1 MARKET RESEARCH (APR 2011)

(a) *Definition.* As used in this clause —

Commercial item and nondevelopmental item have the meaning contained in Federal Acquisition Regulation 2.101.

(b) Before awarding subcontracts over the simplified acquisition threshold for items other than commercial items, the Contractor shall conduct market research to —

(1) Determine if commercial items or, to the extent commercial items suitable to meet the agency's needs are not available, nondevelopmental items are available that —

(i) Meet the agency's requirements;

(ii) Could be modified to meet the agency's requirements; or

(iii) Could meet the agency's requirements if those requirements were modified to a reasonable extent; and

(2) Determine the extent to which commercial items or nondevelopmental items could be incorporated at the component level.

Updated Clauses

Begin Regulation

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAR 2011) (ALTERNATE II – DEC 2010)

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

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

[Not Applicable] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

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

Number	Title	Clause/Provision
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)	Clause
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995)	Clause
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)	Clause
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)	Clause
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) (ALTERNATE II -- OCT 2001)	Clause
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JUL 2010)	Clause
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	Clause
52.222-26	EQUAL OPPORTUNITY (MAR 2007)	Clause
52.222-3	CONVICT LABOR (JUN 2003)	Clause
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)	Clause
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)	Clause
52.222-37	EMPLOYMENT REPORTS ON VETERANS (SEP 2010)	Clause
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)	Clause

52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)	Clause
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	Clause
52.225-5	TRADE AGREEMENTS (AUG 2009)	Clause
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	Clause
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	Clause
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.--FLAG COMMERCIAL VESSELS (FEB 2006)	Clause

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

Number	Title	Clause/Provision
52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)	Clause
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)	Clause
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)	Clause

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to--

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause,

the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than--

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

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

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

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

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

(J) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(L) 52.222-54, Employment Eligibility Verification (Jan 2009).

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

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

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

[Note to Offerors: If choosing not to accept orders funded in whole or in part by the American Recovery and Reinvestment Act (ARRA), this clause will be replaced with the base clause, meaning that Alternate II is not applicable.]

Begin Regulation

552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (SEP 2008) (ALTERNATE I — FEB 2007)

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic delivery.

(1) Executive agencies (as defined in Federal Acquisition Regulation Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;

(2) Government contractors authorized in writing by a Federal agency pursuant to Federal Acquisition Regulation Subpart 51.1;

(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);

(4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);

(5) The District of Columbia;

(6) Tribal governments when authorized under 25 U.S.C. 450j(k);

(7) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and

(8) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions.

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

_____ Contractor will provide domestic and overseas delivery.

_____ Contractor will provide overseas delivery only.

_____ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Federal Supply Schedules for products and services determined by the Secretary of Homeland Security to facilitate recovery from major disasters, terrorism, or nuclear, biological, chemical, or radiological attack, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities: State and local government entities, includes any state,

local, regional or tribal government or any instrumentality thereof (including any local educational agency or institution of higher learning).

State and local government entities, means the states of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments. The term does not include contractors of, or grantees of, State or local governments.

(1) *Local educational agency* has the meaning given that term in section 8013 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7713).

(2) *Institution of higher education* has the meaning given that term in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)).

(3) *Tribal government* means—

(i) The governing body of any Indian tribe, band, nation, or other organized group or community located in the continental United States (excluding the State of Alaska) that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and

(ii) Any Alaska Native regional or village corporation established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 552.232-79, Payment by Credit Card. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 552.232-79, Payment by Credit Card.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of \$2,500 (two thousand, five hundred dollars) during the contract term.

Contract Clause Document

for

Solicitation Number : **TFTP-EW-990899-B**

Refresh Number : 15

Contract Number : **GS-10F-0507N**

Created on August 30, 2011

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