

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. PS03	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	QTAFB	7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE		QTAFB	
U.S. General Service Administration / FAS / ITS 1800 F Street NW, 4th floor/Office Symbol (QTAFB) Washington, DC 20405 (Attn: Tracey Embry)					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code)			9A. AMENDMENT OF SOLICITATION NO.		
TELECOMMUNICATION SYSTEMS, INC. (TCS) 275 WEST ST ANNAPOLIS, MD 21401-3466			9B. DATED (SEE ITEM 11)		
DUNS: 196970503			10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q12NRD4010		
CODE:			10B. DATED (SEE ITEM 13) August 29, 2012		
FACILITY CODE:					

II. 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. Offers 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 ACKNOWLEDGMENT 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



<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103 (a)(3) Bilateral Modification by Mutual Agreement Between the Parties

E. IMPORTANT: Contractor is NOT is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE CONTINUATION SHEETS

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 A. Celeste Ciecierski, Vice President, Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER Tracey Embry, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 02/10/15	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 02/11/15
 (Signature of person authorized to sign) jcm		 (Signature of Contracting Officer)	

The purpose of this Modification is to incorporate procedures related to posting monthly reports to the GSA SATCOM Report Portal for CS2 Contract GS00Q12NRD4010 and to modify Section I related to required commercial item clauses.

1. Revise Section G.5.1 as follows:

Change Section G.5.1, Paragraph 1 from:

The Contractor shall provide monthly sales/business volume reports using the format specified in Section J in Microsoft Excel 2007 format to the GSA Program Manager via e-mail. Business Volume is calculated as the total amount of a Task Order received by the Contractor that period. The reporting period shall be for the beginning through the end of the previous month and reports are due by the 15th calendar day of each month. If there are no orders received during the reporting period, the report is still required and shall state “no ordering activity” for that period.

To:

The Contractor shall provide monthly sales/business volume reports using the format specified in Section J in Microsoft Excel 2007 format to the GSA Program Manager by posting the report described below in Section G.5.1.1 to the GSA SATCOM Report Portal. See the GSA SATCOM Report Portal User Guide for step-by-step instructions for using the Portal to upload the required reports.

Business Volume is calculated as the total amount of a Task Order received by the Contractor that period. The reporting period shall be for the beginning through the end of the previous month and reports are due by the 15th calendar day of each month. If there are no orders received during the reporting period, the report is still required and shall state “no ordering activity” for that period.

Change Section G.5.1.1, last paragraph from:

The Contractor shall also provide copies of each Task Order received during the reporting period in Microsoft Excel 2007 format to the GSA Program Manager on the 15th calendar day of each month.

To:

Use the following file naming conventions for Monthly Business Volume (Sales) Reports uploaded to the Portal:

- Vendor Name, Contract Type, MBVSR, Month, Year

Examples:

SATCOM 101 Inc – CS2 MBVSR – 12-2014

SATCOM 101 Inc – CS2 MBVSR – Dec 2014

The Contractor shall also post copies of each Task Order received during the reporting period in Microsoft Excel 2007 format to the GSA SATCOM Report Portal on the 15th calendar day of each month.

2. Revise Section G.5.2 as follows:

Change Section G.5.2, Paragraph 1 from:

The Contractor shall provide a monthly revenue report using the format specified in Section J via e-mail in Microsoft Excel 2007 format to the GSA Program Manager on the 15th calendar day of each month. The report shall provide detail relating back to individual Task Orders that have been invoiced and paid by the Ordering Agency.

To:

The Contractor shall provide a monthly revenue report using the format specified in Section J as Microsoft Excel 2007 format to the GSA Program Manager by posting the report described below in Section G.5.2.1 to the GSA SATCOM Report Portal. See the GSA SATCOM Report Portal User Guide for step-by-step instructions for using the Portal to upload the required reports.

The report shall provide detail relating back to individual Task Orders that have been invoiced and paid by the Ordering Agency and are due on the 15th calendar day of each month..

Add the following to the end of Section G.5.2.1:

Use the following file naming conventions for Monthly Revenue Reports uploaded to the Portal:

- Vendor Name, Contract Type, MRR, Month, Year
Examples:
SATCOM 101 Inc – CS2 MRR – 11-2014
SATCOM 101 Inc – CS2 MRR – Nov 2014

3. Add the following clauses to Section I:

- 52.203-6 Restrictions on Subcontractor Sales to the Government, Alternate 1 (OCT 1995)
- 52.212-4 Contract Terms and Conditions—Commercial Items (DEC 2014)
- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (DEC 2014)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

4. Remove the following clause from Section I:

- 52.223-14 Toxic Chemical Release Reporting (AUG 2003)

5. Contract Sections G & I are hereby replaced in their entirety by the attached Contract Sections. All changes made by this Contract Modification are identified in a different color text and marked with a change bar in the left margin.
6. The total estimated dollar value of the contract is unchanged by this modification.
7. All other terms and conditions remain unchanged.

SECTION G CONTRACT ADMINISTRATION

G.1 AUTHORIZED USERS

Only authorized users may place orders under the Basic Contract. In order to qualify as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR Subpart 2.1) in good standing must have an appropriate signed delegation of procurement authority (DPA) from GSA. For purposes of this Basic Contract, these authorized users are identified as Ordering Contracting Officers (OCOs).

This Basic Contract is for use by all Federal agencies, and others as listed in General Services Administration (GSA) Order ADM 4800.2F, ELIGIBILITY TO USE GSA SOURCES OF SUPPLY AND SERVICES, September 17, 2009, as modified from time to time.

G.2 ROLES AND RESPONSIBILITIES

This section describes the roles and responsibilities of Government personnel after Basic Contract award. The Government may modify the roles and responsibilities at any time during the period of performance of the Basic Contract.

G.2.1 GSA Program Manager (PM)

The Government has appointed a PM, who shall perform various programmatic functions for the overall success of the FCSA program. The PM has no actual, apparent or implied authority to bind the Government for any acts or omissions.

G.2.2 Procuring Contracting Officer (PCO)

The GSA PCO is the sole and exclusive Government Official with actual authority to award the Basic Contract. After award of the Basic Contract, the GSA PCO may delegate any or all of the contract administration functions described in FAR 42.302. The GSA PCO has made the following Administrative Contracting Officer (ACO) designation to perform administration functions described in FAR 42.302 as delegated:

Tracey Embry
GSA FAS/ITS/QTAF
1800F Street NW, 4th floor/Office Symbol (QTAFB)
Washington, DC 20405
(703) 306-7041
tracey.embry@gsa.gov

G.2.3 Ordering Contracting Officer (OCO)

As described in Section G.1, only an authorized user, who is a delegated OCO, may place and administer an Order under the Basic Contract. A Statement of Work (SOW) or Performance Work Statement (PWS) must be submitted to the GSA PCO and GSA PM for a scope review according to Section G.3.2.

The OCO for each Order is the sole and exclusive Government Official with actual authority to take actions which may bind the Government for that Order. Contractors shall ensure that an OCO has the required DPA. Contractors that accept orders from a Government representative who does not have the authorized DPA do so at their own risk. To ensure the required delegation, Contractors may request a copy of the OCO delegation prior to award of an Order if the Contractor does not have a copy of the OCO delegation.

G.2.4 Contracting Officer's Representative (COR), Contracting Officer's Technical Representative (COTR) and Task Monitor (TM)

The OCO for each Order may designate a COR, COTR or TM to provide certain assistance to the OCO for that Order. The specific rights and responsibilities of the COR, COTR or TM for each Order shall be described in writing, which upon request shall be provided to the Contractor. A COR, COTR or TM has no actual, apparent or implied authority to bind the Government.

G.2.5 Ombudsman

Pursuant to FAR 16.505 (a)(9)(i) no protest is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery-order contract, except for (A) a protest on the grounds that the order increases the scope, period of performance, or maximum value of the contract; or (B) a protest of an order valued in excess of \$10 million.

GSA has appointed an Ombudsman to review complaints from Contractors and ensure they are afforded a fair opportunity to be considered. The Ombudsman is a senior GSA official who is independent of the GSA PCO or OCO.

The Ombudsman is:

Task and Delivery Order Ombudsman
Office of the Chief Acquisition Officer
U.S. General Services Administration
1800 F Street, N.W.
Washington, DC 20405

G.3 ORDERING PROCEDURES

G.3.1 Ordering procedures must comply with the following:

G.3.1.1 FAR 16.505;

G.3.1.2 Orders are not exempt from the development of acquisition plans (see FAR Subpart 7.1), and an information technology acquisition strategy; (see FAR Part 39);

G.3.1.3 The OCO shall include the evaluation procedures in Task Order Requests (TORs) and establish the time frame for responding to TORs, giving Offerors a reasonable proposal preparation time while taking into account the unique requirements and circumstances of the effort;

G.3.1.4 Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the Basic Contract;

G.3.1.5 Contractors are required to respond to each TOR with either a proposal or a statement of "No Bid" along with the reason for not submitting a proposal;

G.3.1.6 All costs associated with the preparation, presentation, and discussion of the Offeror's proposal in response to a TOR will be at the Offeror's sole and exclusive expense; and

G.3.1.7 All orders placed under the Basic Contract are subject to the terms and conditions of the Basic Contract at time of order award. In the event of any conflict between the Order and the Basic Contract, the Basic Contract will take precedence.

G.3.1.8 Orders placed by OCOs may include required Agency clauses.

G.3.1.9 Orders may be issued by facsimile or by electronic commerce methods.

G.3.1.10 **Ordering procedures for the Government Education and Training Network (GETN):**

G.3.1.10.1 The GETN requirement for digitally compressed satellite-delivered training and education broadcasts (DCSS) will be solicited to all eight (8) CS2 contract holders to satisfy FAR 16.505(b)(1) Fair Opportunity competition requirements. The competition will result in the placement of a single award Requirements-type Task Order against the CS2 contract. For administrative purposes, the Requirements-type Task Order will be reflected by modification to the successful offeror's CS2 contract in the Federal Procurement

Data System-Next Generation (FPDS-NG). For the purpose of this procurement effort, a community of Government agencies (GETN community) worked cooperatively as a user group to ensure the CS2 contract modification includes all the DCSS features required to continue the sharing of distance learning programs and facilities. This cooperative effort in creating a training "network of networks" has been named the Government Education & Training Network (GETN). The U.S. General Services Administration (GSA), Integrated Technology Services established a Memorandum of Agreement to partner with the GETN community to develop the requirements for this Requirements-type Task Order competition.

- G.3.1.10.2 The requirements identified as mandatory shall be purchased by the GETN community; the requirements identified as optional may be purchased but it is not mandatory that GETN community users do so.
- G.3.1.10.3 Each GETN community user (the ordering agency) will issue service orders against the Requirements-type Task Order directly with the successful offeror for the GETN requirement, following their individual agency's process for funding the service order at the time of service order placement with available funding. For administrative purposes each Agency is responsible for inputting each service order as a task order in FPDS-NG to ensure proper contract administration and transparency.
- G.3.1.10.4 Before placing a service order, the ordering agency shall obtain a service order tracking number from GSA via email to (case insensitive):

CustomSATCOMsolutions@gsa.gov

The purpose of the service order tracking number is to provide order tracking and inquiry information to assist both ordering agencies and GSA in monitoring order related activities. The assigned service order tracking number shall be included on the service order and all related documentation related to the order.

- G.3.1.10.5 The GSA PCO will ensure that a Delegation of Procurement Authority (DPA) is on file for the issuing GETN community Ordering Contracting Officer (OCO). The GSA COR reviews the request to ensure that the items being ordered meet the awarded GETN DCSS scope requirements. The awarded CS2 service provider for the GETN DCSS requirement accepts only service orders from authorized ordering agencies with a valid service

order tracking number and in accordance within the awarded GETN DCSS scope requirements.

G.3.1.10.6 An accurate and complete service order contains, at a minimum, the following elements:

- G.3.1.10.6.1 Date of Order
- G.3.1.10.6.2 Contract Name and Number
- G.3.1.10.6.3 Ordering Agency Order Number and GSA Issued Service Ordering Tracking Number
- G.3.1.10.6.4 Ordering Agency/Division/Branch
- G.3.1.10.6.5 Job/Task Description
- G.3.1.10.6.6 Item Numbers (CLINs), quantities, unit prices, deliverables
- G.3.1.10.6.7 Period of Performance
- G.3.1.10.6.8 Place of Performance
- G.3.1.10.6.9 OCO and other responsible officials with phone numbers
- G.3.1.10.6.10 Ordering Agency Accounting and Appropriate Data
- G.3.1.10.6.11 Ordering Agency Method of Payment and Payment Office

G.3.2 Statement of Work

A written SOW or PWS will always be used. The OCO will provide the SOW/PWS to the GSA PCO and GSA PM. The GSA PCO will provide a scope determination to the OCO.

Any changes to the SOW/PWS or expansion of the original requirement will require an additional scope review by the GSA PCO.

Scope reviews can be conducted by GSA and completed in parallel with the OCO's Task Order acquisition activities. In Task Orders requiring immediate delivery of service for an urgent requirement, the GSA scope review may be completed after the Task Order is awarded.

G.3.3 Fair Opportunity

OCOs must follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2). Use of the GSA eBuy system by the OCO will ensure that all Basic contract holders are notified of each Task Order request. Information and instruction on the use of the eBuy system is furnished at www.gsa.gov/ebuy

G.3.4 Order Evaluation

FAR Subpart 15.3 does not apply to the ordering process. Formal evaluation plans or scoring of quotes or offers are not required; however, the OCO must consider price under each Order as one of the factors in the selection decision pursuant to FAR 16.505(b)(1)(ii)(E).

G.3.5 Subcontractors

The Government has not pre-approved any Subcontractors in making awards for the Basic Contract. If a Contractor proposes a Subcontractor for work performed under an Order, the Contractor must comply with FAR 52.244-2 and FAR Subpart 44.2. The Government reserves the right to determine the responsibility of prospective major Subcontractors.

G.4 BILLING AND INVOICING

The Contractor shall submit invoices directly to the address designated by the OCO on the Task Order.

G.4.1 Central Contractor Registration (CCR)

The Contractor shall register in the Central Contractor Registration (CCR) system, which is a central database of data in support of Agency missions, prior to being awarded a contract (FAR 52.204-7). The registration form is at www.ccr.gov and requires the Contractor's Data Universal Numbering System (DUNS) number.

G.4.2 GSA Management Fee

The GSA Management Fee for the CS2 contracts is 2 percent. This 2 percent fee shall be included in all prices. The Contractor shall not invoice for the GSA Management Fee as a separate line item.

The Contractor shall make Electronic Funds Transfer (EFT) arrangements for payment of the GSA management fee. The Contractor shall forward fees collected to the GSA Finance Office by EFT within 30 calendar days of the close of each calendar month for which the fees apply. Failure to pay the fee within 60 calendar days may result in termination of this contract.

G.5 REPORTING REQUIREMENTS

G.5.1 Monthly Business Volume (Sales) Report

The Contractor shall provide monthly sales/business volume reports using the format specified in Section J in Microsoft Excel 2007 format to the GSA Program Manager via e-mail by posting the report described below in Section G.5.1.1 to the GSA SATCOM Report Portal. See the GSA SATCOM Report Portal User Guide for step-by-step instructions for using the Portal to upload the required reports.

Business Volume is calculated as the total amount of a Task Order received by the Contractor that period. The reporting period shall be for the beginning through the end of the previous month and reports are due by the 15th calendar day of each month. If there are no orders received during the reporting period, the report is still required and shall state "no ordering activity" for that period.

G.5.1.1 The report shall contain at a minimum the following information:

G.5.1.1.1 Contractor Name and Contract Number – Company name and GSA IDIQ Contract Number.

G.5.1.1.2 Reporting Period – The monthly reporting period in which orders were received, usually from the 1st of the month through the last day of the month.

G.5.1.1.3 Title - "CS2 Monthly Business Volume (Sales) Report"

G.5.1.1.4 For each Task Order:

G.5.1.1.4.1 Date of Task Order – The date the Task Order is signed.

G.5.1.1.4.2 Agency Name or Ordering Agency – Name of the Agency/Organization that issued the Task Order. It also includes the name, address, agency point of contact and telephone number.

G.5.1.1.4.3 Description of Services – A brief description of the equipment and/or services.

G.5.1.1.4.4 Period of Performance – The actual date the service begins and ends. This should be identified within the Task Order.

G.5.1.1.4.5 Task Order Number – The order number assigned by the agency that places the order.

G.5.1.1.4.6 Total Value (Dollar Amount) of Order Received – Dollar amount of the Task Order, not including options.

G.5.1.1.5 Total Sales this Month – Cumulative total value of Orders for this month.

G.5.1.1.6 Cumulative Sales to Date – Cumulative total of all Task Orders since contract award.

Use the following file naming conventions for Monthly Business Volume (Sales) Reports uploaded to the Portal:

- Vendor Name, Contract Type, MBVSR, Month, Year

Examples:

SATCOM 101 Inc – CS2 MBVSR – 12-2014

SATCOM 101 Inc – CS2 MBVSR – Dec 2014

The Contractor shall also provide post copies of each Task Order received during the reporting period in Microsoft Excel 2007 format to the GSA SATCOM Report Portal Program Manager on the 15th calendar day of each month.

G.5.2 Monthly Revenue Report

The Contractor shall provide a monthly revenue report using the format specified in Section J via e-mail in as Microsoft Excel 2007 format to the GSA Program Manager by posting the report described below in Section G.5.2.1 to the GSA SATCOM Report Portal. See the GSA SATCOM Report Portal User Guide for step-by-step instructions for using the Portal to upload the required reports. on the 15th calendar day of each month.

The report shall provide detail relating back to individual Task Orders that have been invoiced and paid by the Ordering Agency and are due on the 15th calendar day of each month.

G.5.2.1 The monthly revenue report shall contain, at a minimum, the following information:

G.5.2.1.1 Contractor Name and Contract Number – Company name and GSA IDIQ Contract Number.

G.5.2.1.2 Reporting Period – The monthly reporting period in which invoices were received, usually from 1st day of the month through the last day of the month.

G.5.2.1.3 Title - “CS2 Monthly Revenue Report”

G.5.2.1.4 For each Task Order:

- G.5.2.1.4.1 **Date Payment Received** – Date the payment is received by the Contractor from the Ordering Agency. This may be in the form of a check or electronic funds transfer.
 - G.5.2.1.4.2 **Agency Name / Ordering Activity** – Name of the Agency/Organization that issued the Task Order. It also includes the name, address, agency, point of contact, and telephone number.
 - G.5.2.1.4.3 **Description of Services** – A brief description of the equipment and/or services.
 - G.5.2.1.4.4 **Task Order Number** – The order number assigned by the agency that places the order.
 - G.5.2.1.4.5 **Total Value (Dollar Amount) of Order** – Total dollar amount of the Task Order.
 - G.5.2.1.4.6 **Amount Received** – Total dollar amount received by the Contractor, from the Agency.
 - G.5.2.1.4.7 **GSA Management Fee Collected** – This fee is 2 percent of the total amount received in payment by the Agency.
 - G.5.2.1.4.8 **GSA Management Fee Remitted** – Total dollar amount remitted to GSA for a particular order per month. This number is calculated as a percentage of the total amount received by the Contractor from the Agency.
 - G.5.2.1.4.9 **Remaining Balance of Un-remitted GSA Management Fee** – This number is calculated as the difference between the total dollar amount due to GSA for a particular order per month and the total amount received by the Contractor from the Agency.
- G.5.2.1.5 EFT Number** – Transaction identification number of EFT and amount. If more than one EFT payment is submitted for the reporting period, the Contractor shall identify all EFT Numbers and Amounts for the reporting period. The total EFT Amount(s) shall total the “GSA Management Fee Remitted” identified on the report.

Use the following file naming conventions for Monthly Revenue Reports uploaded to the Portal:

- Vendor Name, Contract Type, MRR, Month, Year

Examples:

SATCOM 101 Inc – CS2 MRR – 11-2014

SATCOM 101 Inc – CS2 MRR – Nov 2014

G.5.3 Annual Program Review Report

The Contractor shall provide an annual program report covering the topics specified below to the GSA PCO and GSA PM via e-mail. The report shall be submitted within 3 business days of the annual program review. See Section G.6.

G.5.3.1 The Annual Program Review Report shall cover the following topics:

G.5.3.1.1 Task Order Performance

G.5.3.1.1.1 Identify all Task Orders in progress and completed in the past year.

G.5.3.1.1.2 Identify the quality of performance for each Task Order and identify any issues and resolution actions/plan.

G.5.3.1.2 Additional Topics as identified by the GSA PCO.

G.5.4 Subcontracting Reports

Contractors submitting small business subcontracting plans must submit periodic reports which show compliance with the subcontracting plan.

The Individual Subcontracting Report (ISR) covers subcontract award data related to this Basic Contract. The Summary Subcontracting Report (SSR) encompasses all Contracts with GSA. The ISR and SSR shall be submitted electronically via the Electronic Subcontract Reporting System (eSRS) at www.esrs.gov

Reports are required when due regardless of whether there has been any subcontracting activity since the inception of the contract or since the previous report. See FAR 52.219-9 Small Business Subcontracting Plan (APR 2008).

G.6 PROGRAM REVIEWS

The Contractor shall attend an annual program review with the GSA Program Office. These reviews may be held at the GSA or Contractor facility. Agenda items may include, but are not limited to: Task Order and Service Level Agreement performance against Task Order metrics, contract status, projected business volume forecast, upcoming opportunities, marketing, conferences, and any other outstanding issues.

Program Reviews will be conducted at no additional cost to the Government and reports submitted in accordance with Section G.5.3.

G.7 CONTRACT MANAGEMENT OF PAST PERFORMANCE AFTER AWARD

The Government will evaluate Contractor performance in accordance with the criteria under FAR Subpart 42.15.

Contractors will be required to register in the appropriate past performance assessment systems to review and respond to their surveys as prescribed by the OCO at the Order level.

G.8 MARKETING

Contractors shall develop company specific brochures for distribution at trade shows, conferences, seminars, etc. All marketing and promotional materials, including information on the Contractor webpage, shall be submitted to the GSA Program Office and approved by GSA prior to distribution. Marketing materials may be co-branded with marks owned or licensed by the Contractor and GSA, as long as they comply with GSAM 552.203-71, Restriction on Advertising.

The Contractor is responsible for ongoing sales and marketing during the life of this contract.

G.9 EQUIPMENT REMOVAL

All Contractor-owned equipment, accessories, and devices located on Government property shall be dismantled and removed from Government premises by the Contractor, at the Contractor's expense, within 90 calendar days after the service termination date. All dismantling and removal of equipment shall be performed by the Contractor during normal Government business hours at the location. Advance notice must be provided to the local Government contact to ensure that such dismantling and removal occurs with a minimum of disruption. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the OCO.

G.10 CONTRACT CLOSEOUT

G.10.1 Contract closeout shall be accomplished within the guidelines set forth in:

G.10.1.1 FAR Part 4 Administrative Matters.

G.10.1.2 FAR Part 42 Contract Administration and Audit Services.

G.10.1.3 GSAM Subpart 504.8.

(END OF SECTION G)

**SECTION I
CONTRACT CLAUSES**

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

FEDERAL ACQUISITION REGULATION:

<https://www.acquisition.gov/far/>

GENERAL SERVICE ADMINISTRATION ACQUISITION MANUAL:

<http://www.acquisition.gov/GSAM/gsam.html>

(End of Clause)

<u>RFP Section</u>	<u>FAR Clause No.</u>	<u>Title and Date</u>
I.1.1	52.202-1	Definitions (JAN 2012)
I.1.2	52.203-3	Gratuities (APR 1984)
I.1.3	52.203-5	Covenant Against Contingent Fees (APR1984)
I.1.4.i	52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
I.1.4.ii	52.203-6	Restrictions on Subcontractor Sales to the Government , Alternate 1 (OCT 1995)
I.1.5	52.203-7	Anti-Kickback Procedures (OCT 2010)
I.1.6	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
I.1.7	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
I.1.8	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
I.1.9	52.203-13	Contractor Code of Business Ethics and Conduct (APR 2010)

I.1.10	52.204-2	Security Requirements (AUG 1996)
I.1.11	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2010)
I.1.12	52.204-7	Central Contractor Registration (FEB 2012)
I.1.13	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012)
I.1.14	52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
I.1.15	52.209.10	Prohibition on Contracting with Inverted Domestic Corporations (May 2012)
I.1.16	52.211-5	Material Requirements (AUG 2000)
<u>I.1.17</u>	<u>52.212-4</u>	<u>Contract Terms and Conditions—Commercial Items (DEC 2014)</u>
I.1.18	52.215-2	Audit and Records - Negotiation (OCT 2010)
I.1.19	52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
I.1.20	52.215-10	Price Reduction for Defective Cost or Pricing Data (AUG 2010)
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I.1.22	52.215-12	Subcontractor Cost or Pricing Data (OCT 2010)
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I.1.33	52.222-26	Equal Opportunity (MAR 2007)
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I.1.44	52.224-1	Privacy Act Notification (APR 1984)
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I.1.47	52.225-13	Restrictions on Certain Foreign Purchases (JUNE 2008)
I.1.48	52.227-1	Authorization and Consent (DEC 2007)
I.1.49	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
I.1.50	52.227-3	Patent Indemnity (APR 1984)
I.1.51	52.227-10	Filing of Patent Applications – Classified Subject Matter (DEC 2007)
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I.1.53	52.228-5	Insurance - Work on a Government Installation (JAN 1997)
I.1.54	52.229-3	Federal, State, and Local Taxes (APR 2003)
I.1.55	52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
I.1.56	52.232-1	Payments (APR 1984)
I.1.57	52.232-8	Discounts for Prompt Payment (FEB 2002)
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I.1.63	52.232-37	Multiple Payment Arrangements (MAY 1999)
I.1.64	52.233-1	Disputes (JUL 2002), Alternate I (DEC 1991)
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I.1.66	52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
I.1.67	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
I.1.68	52.237-3	Continuity of Services (JAN 1991)
I.1.69	52.239-1	Privacy or Security Safeguards (AUG 1996)
I.1.70	52.242-13	Bankruptcy (JUL 1995)
I.1.71	52.243-1	Changes - Fixed Price (AUG 1987), Alternate II (APR 1984)
I.1.72	52.244-2	Subcontracts (OCT 2010)
I.1.73	52.244-6	Subcontracts for Commercial Items (DEC 2010)
I.1.74	52.246-25	Limitation of Liability - Services (FEB 1997)
I.1.75	52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012)
I.1.76	52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
I.1.77	52.253-1	Computer Generated Forms (JAN 1991)
I.2	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) 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 via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

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

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also 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) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) 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.

(End of clause)

I.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS (DEC 2014)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)), Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)"(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved].

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

X (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (Oct 2014) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

(23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

X (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O. 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-13.

(36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

X (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

X (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O. 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

X (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

X (40) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

(41)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.

(42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (43) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

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

X (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

(7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(10) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3

years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)

(viii) 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.

(ix) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 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.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(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.

(End of clause)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

Alternate II (Dec 2014). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(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.

(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) (41 U.S.C. 3509).

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

(C) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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 (Jul 2014) (38 U.S.C. 4212).

(F) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (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 Labor Standards (May 2014) (41 U.S.C. chapter 67).

(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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

(K) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

(L) 52.222-54, Employment Eligibility Verification (Aug 2013).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). 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.

(O) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) Executive Order 13658).

I.4 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.
- (c) 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)

I.5 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 date of award through the life of this contract.
- (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)

I.6 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 \$50 for the first three years and \$100 for each option year of the contract, 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 the following:
 - (1) Any order for a single item in excess of \$10,000,000 in annual value;
 - (2) Any order for a combination of items in excess of \$10,000,000 in annual value; or
 - (3) A series of orders from the same ordering office within 0 days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) above.
- (c) Notwithstanding paragraph (b) 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 five 5 working days after issuance, with written notice stating the Contractor's intent not to supply 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)

I.7 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 contract. The quantities of supplies and services specified in the contract 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 contract up to and including the quantity designated in the contract as the "maximum." The Government is responsible only for the minimum dollar guarantee designated in the contract.

- (c) Except for any limitations on quantities in the Delivery-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 12 months after the expiration of this contract.

(End of Clause)

I.8 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of period of performance end date.

(End of Clause)

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

I.10 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

- (a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

- (b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

- (c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.
- (d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I.11 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES

I.11.1 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

(End of Clause)

I.11.2 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Administrator of General Services or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such Subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(End of Clause)

I.11.3 552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

(End of Clause)

I.11.4 552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefore: In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the

assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

(End of Clause)

I.11.5 552.232-77 PAYMENT BY GOVERNMENT CHARGE CARD (NOV 2009)

- (a) *Definitions.* "Governmentwide commercial purchase card" means a uniquely numbered charge card issued by a Contractor under the GSA SmartPay® program contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

"Oral order" means an order placed orally either in person or by telephone.

- (b) At the option of the Government and if agreeable to the Contractor, payments of \$100,000 or less for oral or written orders may be made using the Governmentwide commercial purchase card.
- (c) The Contractor shall not process a transaction for payment using the charge card until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.
- (d) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

(End of Clause)

I.11.6 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999)

- (a) *Deviations to FAR clauses.*

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) *Deviations to GSAR clauses.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) *"Substantially the same as" clauses.* Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.
(End of Clause)

I.12 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES APPLICABLE AT THE ORDER LEVEL

The following clauses apply at the Order level, as applicable:

<u>RFP Section</u>	<u>FAR Clause No.</u>	<u>Title and Date</u>
I.12.1	52.222-41	Service Contract Act of 1965 (NOV 2007)
I.12.2	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (JUL 2012)
I.12.3	52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997)
I.12.4	52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997), Alternate I (July 1995)
I.12.5	52.223-10	Waste Reduction Program (MAY 2011)
I.12.6	52.223-12	Refrigeration Equipment and Air Conditioners (MAY 1995)
I.12.7	52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)
I.12.8	52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)
I.12.9	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)

I.12.10 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class Monetary Wage—Fringe Benefits

_____	_____
_____	_____
_____	_____
_____	_____

(End of Clause)

I.12.11 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

a) The Contractor shall notify the Contracting Officer or designee, in writing, _____ * days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

- (1) Be submitted in writing;
 - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
 - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.
(End of Clause)

I.12.12 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to _____ [Contracting Officer complete in accordance with agency procedures].

(End of Clause)

I.12.13 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

(END OF SECTION I)