

**SECTION I
CONTRACT CLAUSES**

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

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

<http://www.arnet.gov>
<http://www.doi.gov/pam/1452-3.html>

American Recovery and Reinvestment Act of 2009 (ARRA) Federal Acquisition Regulation clauses 52.203-15, 52.204-11, 52.225-21, 52.225-22, 52.225-23, and 52.225-24 ***only*** apply when any Task Order awarded under this contract utilizes ARRA funding.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-15	MAR 2009	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
52.204-11	MAR 2009	AMERICAN RECOVERY AND REINVESTMENT ACT
52.211-6	AUG 1999	BRAND NAME OR EQUAL
52.212-1	JUN 2008	INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS
52.212-2	JAN 1999	EVALUATION-COMMERCIAL ITEMS
52.212-3	JULY 2009	OFFERORS REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS
52.212-4	MAR 2009	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
52.212-5	JUNE 2009	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.216-18	OCT 1995	ORDERING
52.216-19	OCT 1995	ORDER LIMITATIONS

CLAUSE NUMBER	DATE	TITLE
52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET- ASIDE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT RECORDS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.225-21	MAR 2009	REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS - BUY AMERICAN ACT - CONSTRUCTION MATERIALS
52.225-22	MAR 2009	NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS - BUY AMERICAN ACT - CONSTRUCTION MATERIALS
52.225-23	MAR 2009	REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS - BUY AMERICAN ACT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS
52.225-24	MAR 2009	NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS - BUY AMERICAN ACT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS
52.227-17	DEC 2007	RIGHTS IN DATA - SPECIAL WORKS
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
52.245-1	JUN 2007	GOVERNMENT PROPERTY

CLAUSE NUMBER	DATE	TITLE
1452.203-70	JUL 1996	RESTRICTIONS ON ENDORSEMENTS
1452.215-70	APR 1984	EXAMINATION OF RECORDS BY THE DEPARTMENT OF THE INTERIOR
1452.215-71	APR 1984	USE AND DISCLOSURE OF PROPOSAL INFORMATION DOI

II. **OPTION TO EXTEND THE TERM OF THE CONTRACT**
(FAR 52.217-9) (MAR 2000)

- A. The government may extend the term of this contract by written notice to the contractor within the time specified in 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 option under this clause, shall not exceed five years.

III. **LOBBYING WITH APPROPRIATED MONEYS**

(18 U.S.C. 1913)

No part of the money appropriated by any enactment of congress shall, in the absence of express authorization by congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its department or agencies from communicating to Members of Congress on the request of any member or to congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this selection, shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment.

IV. **ORDERING**

- A. Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by users identified in Section G, Authorized Users. Such orders may be issued from the effective date of the contract through the duration of the contract.
- B. All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

V. **DELIVERY-ORDER LIMITATIONS**
(FAR 52.216-19) (OCT 1995)

- A. **MINIMUM ORDER.** When the government requires supplies or services covered by this contract in an amount of less than \$25.00, the government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.
- B. **MAXIMUM ORDER.** The contractor is not obligated to honor--
 - 1. Any order for a single item in excess of \$300,000.
 - 2. Any order for a combination of items in excess of \$300,000.
 - 3. A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- C. If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- D. Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the government may acquire the supplies or services from another source.

VI. **INDEFINITE QUANTITY**
(FAR 52.216-22) (OCT 1995)

- A. This is an Indefinite Quantity Contract for the supplies or services specified in Section C of the contract. The guaranteed minimum workload limit and maximum workload limit are specified in Section B.

- 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 Section C. The orders shall be placed in accordance with the guaranteed minimum workload limit and the maximum workload limit specified in Section B.
- C. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- D. Any task 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 beyond the effective period of the contract.

VII. **ORDER OF PRECEDENCE**

Any inconsistency in the contract will be resolved by giving preference in following order:

- A. Contractor's Comprehensive Plan dated July 29, 2009;
- B. Section C, Description/Specifications/Work Statement;
- C. Section J, List of Documents, Exhibits, and Other Attachments;
- D. Section B, Supplies or Services and Prices/Costs;
- E. Section I, Contract Clauses; and
- F. Representations, Certifications, and Other Statements of Offerors.