

SOLICITATION CONTRACT ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 20054286	PAGE 1 OF 16	
2. CONTRACT NO. HSBP1010D00001	3. AWARD/EFFECTIVE DATE 12 Mar 2010	4. ORDER NUMBER	5. SOLICITATION	6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL: →			a. NAME	b. TELEPHONE NUMBER <b>(b) (6)</b>	8. OFFER DUE DATE/ LOCAL TIME	
9. ISSUED BY CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET-ASIDE 100% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 812910 SIZE STANDARD \$6.5		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30 Days	
CBP Procurement Directorate Attn: <b>(b) (6)</b> Intech Two, Ste. 100 6650 Telecom Dr., Indianapolis, IN 46278				<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		
				13b. RATING		
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO CODE		16. ADMINISTERED BY CODE		17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE		
PER DELIVERY ORDER		SAME AS BLOCK 9		18a. PAYMENT WILL BE MADE BY CODE 7005080		
FNH USA, LLC DBA/Foreign Parent is Herstal SA 1364 BEVERLY RD STE 200 MCLEAN, VA 22101-3645 TIN: <b>(b) (4)</b>		Department of Homeland Security National Finance Center P.O. Box 68908 Indianapolis, IN 46268				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
All	See Pages 2-10 For Item Descriptions  Note: All Items are awarded under this contract however Items 0015 through 0070 are not exercised at time of contract award.					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) Maximum Estimate: \$9,194,776.00		
<input type="checkbox"/> 27a. SOLICITATION INCOPORATES BY REFERENCE FAR 5.212-1, FAR 52.212-4 AND 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCOPORATES BY REFERENCE FAR 52-212-4, 52.212-5 IS ATTACHED ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED						
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO THIS OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL CONDITIONS SPECIFIED HEREIN				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDED ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
<b>(b) (6)</b>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <b>(b) (6)</b>		
30a. NAME AND TITLE OF SIGNER (Type or Print) <b>(b) (6)</b> CFO/COO		30c. DATE SIGNED 03/05/2010	31b. NAME OF CONTRACTING OFFICER (Type or Print) RICHARD A. TRAVIS - CONTRACTING OFFICER		31c. DATE SIGNED 26 MAR 10	

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STANDARD FORM 1449 (REV. 4/2002)  
Prescribed by GSA - FAR 48 CFR 53.212

## SCHEDULE OF SUPPLIES/SERVICES

## BASE PERIOD (FROM CONTRACT AWARD THROUGH 31 DECEMBER 2010)

(Requirements to include both Customs and Border Protection and Immigration and Customs Enforcement)

<b>Item Number:</b>	0001		
<b>Supplies/Services:</b>	FN 303 Launcher, P/N 48001		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	512 EA	
<b>Item Number:</b>	0002		
<b>Supplies/Services:</b>	Washable Projectile – PINK (Box of 150), P/N 48048555		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	3,000 BX	
<b>Item Number:</b>	0003		
<b>Supplies/Services:</b>	Indelible Projectile – YELLOW (Box of 150), P/N 48048552		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	300 BX	
<b>Item Number:</b>	0004		
<b>Supplies/Services:</b>	PAVA Powder Projectile (Box of 150), P/N 48048600		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	300 BX	
<b>Item Number:</b>	0005		
<b>Supplies/Services:</b>	Impact Projectile – CLEAR/Training Projectile (Box of 150), P/N 48048554		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	150 BX	
<b>Item Number:</b>	0006		
<b>Supplies/Services:</b>	Magazine with Cover Clip, P/N 48188		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	2,139 EA	
<b>Item Number:</b>	0007		
<b>Supplies/Services:</b>	C-More Sight CRW, P/N 1800000001		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	523 EA	
<b>Item Number:</b>	0008		
<b>Supplies/Services:</b>	Launcher Air Bottle, P/N 48043		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	755 EA	
<b>Item Number:</b>	0009		
<b>Supplies/Services:</b>	Speed Loader, P/N 48071		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	390 EA	

**SCHEDULE OF SUPPLIES/SERVICES (CONTINUED):**

<b>Item Number:</b>	<b>0010</b>		
<b>Supplies/Services:</b>	Fill Station Adapter, P/N 48153		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	248 EA	
<b>Item Number:</b>	<b>0011</b>		
<b>Supplies/Services:</b>	2 Pt EZ Sling w/Barrel Attach & Sling Reducer, 48198		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	532 EA	
<b>Item Number:</b>	<b>0012</b>		
<b>Supplies/Services:</b>	FN 303 Soft Tactical Carrying Case, P/N 48210		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	534 EA	
<b>Item Number:</b>	<b>0013</b>		
<b>Supplies/Services:</b>	10 Pack O-rings with Lube, P/N 48214		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	300 PK	
<b>Item Number:</b>	<b>0014</b>		
<b>Supplies/Services:</b>	FN 303 Tactical Vest, P/N 48211		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	186 EA	
<b>Item Number:</b>	<b>0015</b>		
<b>Supplies/Services:</b>	FN 303 Standard Fill Tank 48215		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	50 EA	

**OPTION YEAR 1 (1 JANUARY 2011 THROUGH 31 DECEMBER 2011 – IF EXERCISED)**  
 (Requirements to include both Customs and Border Protection and Immigration and Customs Enforcement)

<b>Item Number:</b>	<b>0016</b>		
<b>Supplies/Services:</b>	FN 303 Launcher, P/N 48001		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	512 EA	
<b>Item Number:</b>	<b>0017</b>		
<b>Supplies/Services:</b>	Washable Projectile – PINK (Box of 150), P/N 48048555		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	3,000 BX	
<b>Item Number:</b>	<b>0018</b>		
<b>Supplies/Services:</b>	Indelible Projectile – YELLOW (Box of 150), P/N 48048552		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	300 BX	

**SCHEDULE OF SUPPLIES/SERVICES (CONTINUED):**

<b>Item Number:</b>	<b>0019</b>
<b>Supplies/Services:</b>	PAVA Powder Projectile (Box of 150), P/N 48048600
	<u>Unit Price</u> <u>Est. Quantity</u>
	(b) (4)                                      300 BX
<b>Item Number:</b>	<b>0020</b>
<b>Supplies/Services:</b>	Impact Projectile – CLEAR/Training Projectile (Box of 150), P/N 48048554
	<u>Unit Price</u> <u>Est. Quantity</u>
	(b) (4)                                      150 BX
<b>Item Number:</b>	<b>0021</b>
<b>Supplies/Services:</b>	Magazine with Cover Clip, P/N 48188
	<u>Unit Price</u> <u>Est. Quantity</u>
	(b) (4)                                      2,139 EA
<b>Item Number:</b>	<b>0022</b>
<b>Supplies/Services:</b>	C-More Sight CRW, P/N 1800000001
	<u>Unit Price</u> <u>Est. Quantity</u>
	(b) (4)                                      523 EA
<b>Item Number:</b>	<b>0023</b>
<b>Supplies/Services:</b>	Launcher Air Bottle, P/N 48043
	<u>Unit Price</u> <u>Est. Quantity</u>
	(b) (4)                                      755 EA
<b>Item Number:</b>	<b>0024</b>
<b>Supplies/Services:</b>	Speed Loader, P/N 48071
	<u>Unit Price</u> <u>Est. Quantity</u>
	(b) (4)                                      390 EA
<b>Item Number:</b>	<b>0025</b>
<b>Supplies/Services:</b>	Fill Station Adapter, P/N 48153
	<u>Unit Price</u> <u>Est. Quantity</u>
	(b) (4)                                      248 EA
<b>Item Number:</b>	<b>0026</b>
<b>Supplies/Services:</b>	2 Pt EZ Sling w/Barrel Attach & Sling Reducer, 48198
	<u>Unit Price</u> <u>Est. Quantity</u>
	(b) (4)                                      532 EA
<b>Item Number:</b>	<b>0027</b>
<b>Supplies/Services:</b>	FN 303 Soft Tactical Carrying Case, P/N 48210
	<u>Unit Price</u> <u>Est. Quantity</u>
	(b) (4)                                      534 EA

Item Number: 0028  
 Supplies/Services: 10 Pack O-rings with Lube, P/N 48214  
Unit Price Est. Quantity  
 (b) (4) 300 PK

Item Number: 0029  
 Supplies/Services: FN 303 Tactical Vest, P/N 48211  
Unit Price Est. Quantity  
 (b) (4) 186 EA

Item Number: 0030  
 Supplies/Services: FN 303 Standard Fill Tank 48215  
Unit Price Est. Quantity  
 (b) (4) 50 EA

**OPTION YEAR 2 (1 JANUARY 2012 THROUGH 31 DECEMBER 2012 – IF EXERCISED)**  
 (Requirements to include both Customs and Border Protection and Immigration and Customs Enforcement)

Item Number: 0031  
 Supplies/Services: FN 303 Launcher, P/N 48001  
Unit Price Est. Quantity  
 (b) (4) 512 EA

Item Number: 0032  
 Supplies/Services: Washable Projectile – PINK (Box of 150), P/N 48048555  
Unit Price Est. Quantity  
 (b) (4) 3,000 BX

Item Number: 0033  
 Supplies/Services: Indelible Projectile – YELLOW (Box of 150), P/N 48048552  
Unit Price Est. Quantity  
 (b) (4) 300 BX

Item Number: 0034  
 Supplies/Services: PAVA Powder Projectile (Box of 150), P/N 48048600  
Unit Price Est. Quantity  
 (b) (4) 300 BX

Item Number: 0035  
 Supplies/Services: Impact Projectile – CLEAR/Training Projectile (Box of 150), P/N 48048554  
Unit Price Est. Quantity  
 (b) (4) 150 BX

Item Number: 0036  
 Supplies/Services: Magazine with Cover Clip, P/N 48188  
Unit Price Est. Quantity  
 (b) (4) 2,139 EA

**SCHEDULE OF SUPPLIES/SERVICES (CONTINUED):**

<b>Item Number:</b>	<b>0037</b>		
<b>Supplies/Services:</b>	C-More Sight CRW, P/N 180000001		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	523 EA	
<b>Item Number:</b>	<b>0038</b>		
<b>Supplies/Services:</b>	Launcher Air Bottle, P/N 48043		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	755 EA	
<b>Item Number:</b>	<b>0039</b>		
<b>Supplies/Services:</b>	Speed Loader, P/N 48071		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	390 EA	
<b>Item Number:</b>	<b>0040</b>		
<b>Supplies/Services:</b>	Fill Station Adapter, P/N 48153		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	248 EA	
<b>Item Number:</b>	<b>0041</b>		
<b>Supplies/Services:</b>	2 Pt EZ Sling w/Barrel Attach & Sling Reducer, 48198		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	532 EA	
<b>Item Number:</b>	<b>0042</b>		
<b>Supplies/Services:</b>	FN 303 Soft Tactical Carrying Case, P/N 48210		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	534 EA	
<b>Item Number:</b>	<b>0043</b>		
<b>Supplies/Services:</b>	10 Pack O-rings with Lube, P/N 48214		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	300 PK	
<b>Item Number:</b>	<b>0044</b>		
<b>Supplies/Services:</b>	FN 303 Tactical Vest, P/N 48211		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	186 EA	
<b>Item Number:</b>	<b>0045</b>		
<b>Supplies/Services:</b>	FN 303 Standard Fill Tank 48215		
	<u>Unit Price</u>	<u>Est. Quantity</u>	
	(b) (4)	50 EA	

**OPTION YEAR 3 (1 JANUARY 2013 THROUGH 31 DECEMBER 2013 – IF EXERCISED)**  
**(Requirements to include both Customs and Border Protection and Immigration and Customs Enforcement)**

**Item Number:** 0046  
**Supplies/Services:** FN 303 Launcher, P/N 48001  
Unit Price Est. Quantity  
**(b) (4)** 512 EA

**Item Number:** 0047  
**Supplies/Services:** Washable Projectile – PINK (Box of 150), P/N 48048555  
Unit Price Est. Quantity  
**(b) (4)** 3,000 BX

**Item Number:** 0048  
**Supplies/Services:** Indelible Projectile – YELLOW (Box of 150), P/N 48048552  
Unit Price Est. Quantity  
**(b) (4)** 300 BX

**Item Number:** 0049  
**Supplies/Services:** PAVA Powder Projectile (Box of 150), P/N 48048600  
Unit Price Est. Quantity  
**(b) (4)** 300 BX

**Item Number:** 0050  
**Supplies/Services:** Impact Projectile – CLEAR/Training Projectile (Box of 150), P/N 48048554  
Unit Price Est. Quantity  
**(b) (4)** 150 BX

**Item Number:** 0051  
**Supplies/Services:** Magazine with Cover Clip, P/N 48188  
Unit Price Est. Quantity  
**(b) (4)** 2,139 EA

**Item Number:** 0052  
**Supplies/Services:** C-More Sight CRW, P/N 1800000001  
Unit Price Est. Quantity  
**(b) (4)** 523 EA

**Item Number:** 0053  
**Supplies/Services:** Launcher Air Bottle, P/N 48043  
Unit Price Est. Quantity  
**(b) (4)** 755 EA

**Item Number:** 0054  
**Supplies/Services:** Speed Loader, P/N 48071  
Unit Price Est. Quantity  
**(b) (4)** 390 EA

**SCHEDULE OF SUPPLIES/SERVICES (CONTINUED):**

<b>Item Number:</b>	<b>0055</b>	
<b>Supplies/Services:</b>	Fill Station Adapter, P/N 48153	
	<u>Unit Price</u>	<u>Est. Quantity</u>
	(b) (4)	248 EA
<b>Item Number:</b>	<b>0056</b>	
<b>Supplies/Services:</b>	2 Pt EZ Sling w/Barrel Attach & Sling Reducer, 48198	
	<u>Unit Price</u>	<u>Est. Quantity</u>
	(b) (4)	532 EA
<b>Item Number:</b>	<b>0057</b>	
<b>Supplies/Services:</b>	FN 303 Soft Tactical Carrying Case, P/N 48210	
	<u>Unit Price</u>	<u>Est. Quantity</u>
	(b) (4)	534 EA
<b>Item Number:</b>	<b>0058</b>	
<b>Supplies/Services:</b>	10 Pack O-rings with Lube, P/N 48214	
	<u>Unit Price</u>	<u>Est. Quantity</u>
	(b) (4)	300 PK
<b>Item Number:</b>	<b>0059</b>	
<b>Supplies/Services:</b>	FN 303 Tactical Vest, P/N 48211	
	<u>Unit Price</u>	<u>Est. Quantity</u>
	(b) (4)	186 EA
<b>Item Number:</b>	<b>0060</b>	
<b>Supplies/Services:</b>	FN 303 Standard Fill Tank 48215	
	<u>Unit Price</u>	<u>Est. Quantity</u>
	(b) (4)	50 EA

**OPTION YEAR 4 (1 JANUARY 2014 THROUGH 31 DECEMBER 2014 – IF EXERCISED)**  
**(Requirements to include both Customs and Border Protection and Immigration and Customs Enforcement)**

<b>Item Number:</b>	<b>0061</b>	
<b>Supplies/Services:</b>	FN 303 Launcher, P/N 48001	
	<u>Unit Price</u>	<u>Est. Quantity</u>
	(b) (4)	512 EA
<b>Item Number:</b>	<b>0062</b>	
<b>Supplies/Services:</b>	Washable Projectile – PINK (Box of 150), P/N 48048555	
	<u>Unit Price</u>	<u>Est. Quantity</u>
	(b) (4)	3,000 BX
<b>Item Number:</b>	<b>0063</b>	
<b>Supplies/Services:</b>	Indelible Projectile – YELLOW (Box of 150), P/N 48048552	
	<u>Unit Price</u>	<u>Est. Quantity</u>
	(b) (4)	300 BX

**SCHEDULE OF SUPPLIES/SERVICES (CONTINUED):**

**Item Number:** 0064  
**Supplies/Services:** PAVA Powder Projectile (Box of 150), P/N 48048600  
Unit Price Est. Quantity  
 (b) (4) 300 BX

**Item Number:** 0065  
**Supplies/Services:** Impact Projectile – CLEAR/Training Projectile (Box of 150), P/N 48048554  
Unit Price Est. Quantity  
 (b) (4) 150 BX

**Item Number:** 0066  
**Supplies/Services:** Magazine with Cover Clip, P/N 48188  
Unit Price Est. Quantity  
 (b) (4) 2,139 EA

**Item Number:** 0067  
**Supplies/Services:** C-More Sight CRW, P/N 1800000001  
Unit Price Est. Quantity  
 (b) (4) 523 EA

**Item Number:** 0068  
**Supplies/Services:** Launcher Air Bottle, P/N 48043  
Unit Price Est. Quantity  
 (b) (4) 755 EA

**Item Number:** 0069  
**Supplies/Services:** Speed Loader, P/N 48071  
Unit Price Est. Quantity  
 (b) (4) 390 EA

**Item Number:** 0070  
**Supplies/Services:** Fill Station Adapter, P/N 48153  
Unit Price Est. Quantity  
 (b) (4) 248 EA

**Item Number:** 0071  
**Supplies/Services:** 2 Pt EZ Sling w/Barrel Attach & Sling Reducer, 48198  
Unit Price Est. Quantity  
 (b) (4) 532 EA

**Item Number:** 0072  
**Supplies/Services:** FN 303 Soft Tactical Carrying Case, P/N 48210  
Unit Price Est. Quantity  
 (b) (4) 534 EA

**SCHEDULE OF SUPPLIES/SERVICES (CONTINUED):**

Item Number: 0073  
 Supplies/Services: 10 Pack O-rings with Lube, P/N 48214  

Unit Price	<u>Est. Quantity</u>
(b) (4)	300 PK

Item Number: 0074  
 Supplies/Services: FN 303 Tactical Vest, P/N 48211  

Unit Price	<u>Est. Quantity</u>
(b) (4)	186 EA

Item Number: 0075  
 Supplies/Services: FN 303 Standard Fill Tank 48215  

Unit Price	<u>Est. Quantity</u>
(b) (4)	50 EA

**MINIMUM AND MAXIMUM AMOUNT OF SUPPLIES TO BE ORDERED**

The following minimum and maximum amounts will be applied in accordance with FAR 52.216-22:

- a. The minimum amount of supplies to be ordered under this contract is: **A combination of items in the “Base Period” of at least \$25,000.00.**
- b. The maximum amount of supplies that may be ordered over the life of the contract **will not exceed a dollar amount of \$9,194,776.00.**

**DELIVERY LOCATION/DELIVERY SCHEDULE (ALL ITEMS)**

- a. Deliver To: Per Delivery Order (CONUS ONLY)
- b. Delivery Schedule: All items 45 Days ARO (Partial Deliveries are allowed – based on current inventory levels, vendor is to provide information on balance to the contract within 5 business days of receipt of order.)

**C.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 this address: <http://www.acqnet.gov>

**CLAUSES INCORPORATED BY REFERENCE**

NUMBER	DATE	TITLE
52.203-6	OCT 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.212-4	OCT 2008	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER –CENTRAL CONTRACTOR REGISTRATION

**CLAUSES – FULL TEXT****C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2009)**

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

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).  
Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-11, American Recovery and Reinvestment Act-- Reporting Requirements (MAR 2009) (Pub. L. 111-5).
- (5) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (7) [Reserved]
- (8) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).  
(ii) Alternate I (OCT 1995) of 52.219-6  
(iii) Alternate II (MAR 2004) of 52.219-6
- (9) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).  
(ii) Alternate I (OCT 1995) of 52.219-7  
(iii) Alternate II (MAR 2004) of 52.219-7
- (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
- (11) (i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (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
- (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (14) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).  
(ii) Alternate I (JUN 2003) of 52.219-23.
- (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

**C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2009) (CONTINUED)**

- (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
  - (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
  - (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
  - (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
  - (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
  - (27) (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.)
  - (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
  - (29) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
  - (ii) Alternate I (DEC 2007) of 52.223-16
  - (30) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
  - (31) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
  - (ii) Alternate I (JAN 2004) of 52.225-3.
  - (iii) Alternate II (JAN 2004) of 52.225-3.
  - (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
  - (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
  - (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
  - (36) 52.232-29, Terms of Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
  - (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
  - (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
  - (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
  - (40) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
  - (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
  - (42) (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: [Contracting Officer check as appropriate.]
- (1) 52.222-41, Service Contract Act of 1965, (NOV 2007) (41 U.S.C. 351, et seq.).
  - (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

**C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2009) (CONTINUED)**

- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
  - (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
  - (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).
  - (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (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 (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
  - (ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (iii) [Reserved]
  - (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
  - (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
  - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
  - (vii) [Reserved]
  - (viii) 52.222-41, Service Contract Act of 1965, (NOV 2007) (41 U.S.C. 351, et seq.).
  - (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).  
Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
  - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
  - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351 et seq.).

**C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2009) (CONTINUED)**

- (xii) 52.222-54, Employment Eligibility Verification (JAN 2009)
  - (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

**C.3 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 \$500.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
  - (1) Any order for a single item in excess of \$200,000.00
  - (2) Any order for a combination of items in excess of \$300,000.00 or
  - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (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) of this section, 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 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

**C.4 52.216-22 – INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after October 31, 2013.

(End of Clause)

**C.5 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 **365 days** 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 five (5) years.

(End of Clause)

**C.6 ORDERING PROCEDURES -- SUPPLIES (MAR 2003)**

Ordering of supplies under this contract shall be accomplished by the issuance of written delivery orders specifying the types and quantities of supplies being ordered. All delivery orders issued under this contract shall conform to the provisions of the contract clause, "Ordering, FAR 52.216-18."

The only office(s) authorized to issue delivery orders under this contract is the Department of Homeland Security, Customs and Border Protection and Immigration and Customs Enforcement.

(End of Clause)

**C.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)**

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- (b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of Clause)

**C.8 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)**

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

(End of Clause)

**C.9 SUBMISSION OF INVOICE (MAR 2003)**

One original and one (1) copy of the invoice/voucher document shall be submitted to the Contracting Officer's Technical Representative (the designated agency office) with a copy to the Contracting Officer/ Contract Administrator.

(End of Clause)