Google, Facebook prepare for political ad bonanza in midterm elections

By Kim Hart 04/03/16 07:06 PM EDT

Google and Facebook are expanding their political advertising sales teams as mid-term election campaigns around the country start to mobilize.

The two companies are among the most recognizable Internet brands to consumers, and both firms have the ability to place highly-targeted ads on the computer screens of millions of voters based on the browsing habits and personal data they've collected.

The companies are also pushing campaigns to integrate their online and offline campaigns, allowing TV commercials to send the same messages as online ads and YouTube videos.

Google's Ann Arbor, Mich., advertising sales office will handle most of the political campaigns, and it recently brought on Andrew Roos, a former campaign manager, to be an AdWords account executive of its election and issue advocacy advertising team.

“We're ready for online political ads to go more mainstream this year,” said Peter Greenberger, Google's chief evangelist for the political sales team.

Facebook recently created a two-person political ad team at its Palo Alto headquarters and plans to devote more staff as Election Day gets closer.

Presidential and high-profile congressional races were the first to dedicate resources and money to online campaign tools. Most notably, President Barack Obama leveraged YouTube, social networks and online fundraising tools to spread his message and capture the attention of younger voters.

More recently, Massachusetts Republican Scott Brown used Google ads, mobile applications and text messages to spur voters to elect him to Sen. Ted Kennedy's vacant seat.

“The test for 2010 is, can this medium be as beneficial for local candidates as it is for national candidates?” Greenberger said. “We knew after 2008 that 2010 would be the next big opportunity.”

He expects online campaign work to spike during primary season, starting in May before peaking in October before the general election. He’s encouraging campaigns to spend at least 10 percent of their budgets on Internet advertising.

By comparison, Obama spent 4 percent of his budget online. In 2004, the average online political ad spending for campaigns was 0.8 percent, Greenberger said.

Facebook says it’s too soon to make spending predictions, but early interest suggests that campaigns are already factoring the web into their overall budgets.

“We're relying on the largest campaign committees to spread the word to candidates,” said Adam Conner, associate manager of public policy for Facebook. “We’re seeing increasing levels of awareness of folks who help set the budgets of the campaigns, so there’s already internal buy-in.”

Greenberger said Google is moving beyond the simpler direct response ads that have so far dominated elections to focus more on persuasion ads. For example, instead of listing links to candidates’ web sites and email lists, Google wants campaigns to think about ads that will get voters to take action by creating videos on YouTube, which is owned by Google, that can go viral.

“If healthcare is a top issue for a candidate, this is the time to capture supporters, while the debate is still fresh,” Greenberger said. “You have to get to people while there's still interest. In three months, people may not be talking about it as much.”

Campaigns have also taken note of Google’s “network blasts,” which blanket ads on the web pages viewed by residents in their district or state. Scott Brown, for example, made good use of the blasts in the days leading up to the special election.

Facebook says that while Google is effective at fundraising and adding names to email lists, the younger company may serve better on targeting ads to specific demographics.

“Our core strength is using the social graph to find out who your friends are voting for,” said Dmitry Shevelenko, Facebook’s political advertising sales specialist.

Facebook is encouraging campaigns to add “fan box widgets” on the front of their web sites, so users can automatically become the candidate’s fan on Facebook. For the first time, Facebook is allowing candidates to target all the voters in their state with ads on its homepage -- the pages users see first when they log onto Facebook.

“We're basically allowing a statewide campaign to own Facebook for that day,” Conner said.

Facebook is also introducing a feature that lets campaigns run ads targeted to people who have at least one friend who is a “fan” of the candidate.
“You get to introduce your candidate through the lens of existing supporters who are your friends,” Shevelenko said.

Because of the growing dissatisfaction with some Democratic policies, Greenberger expects anti-incumbent campaigns to take full advantage of the web “because they’ve got nothing to lose…and they have the willingness to try to something new to get an edge.

Meanwhile, Facebook says it’s come a long way in figuring out how to engage web users and keep them coming back. More than half of its 400 million users visit the site every day.

And Shevelenko, who formerly worked in Facebook’s social gaming business, says campaigns could glean ideas from how popular online games can capture users’ attention.

“There’s a lot the political world can learn from the success of games like Farmville,” he said. “Mafia Wars -- now there’s a game campaigns can relate to.”

TAGS: Barack Obama
Contracts now **missing** from availability on the Federal Procurement Data System as of May 04, 2016

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<tr>
<th>Contract No.</th>
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$701,786

**Hillary Clinton versions of these contracts were released by the State Department by FOIA court order in Judicial Watch v. Dept. of State, Case No. F-2013-06356, Apr. 03, 2014.**

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**Hillary's version of stonewalled emails: Sep. 26, 2009 / Sep. 30, 2010 Facebook contracts**

1. **Name deleted from GSA database**
2. **Office of Claims (OFC)**
3. **Office of Claims (OFC)**
4. **Office of Claims (OFC)**
5. **Office of Claims (OFC)**
6. **Office of Claims (OFC)**

**Dmitry Shevelenko's LinkedIn Profile (while under contract with Hillary):**

“Politics and LinkedIn 2016: Developed Facebook’s political advertising template for November 2010 elections...to drive votes...Established a template for winning elections using advanced Facebook advertising.”

“Communications services.”

“Communications services.”

“Communications services.”

“Communications services.”

Hillary’s version of stonewalled emails:
Sep. 26, 2009 / Sep. 30, 2010 Facebook contracts

Contact Dmitry Shevelenko
Telephone No. 650-644-6753

Name deleted from GSA database

GSA database shows only $145,000

$120,000 unaccounted for

Dmitry Shevelenko’s LinkedIn Profile (while under contract with Hillary):

“Politics and November 2010: Developed Facebook’s political advertising . . . for November 2010 elections . . . to drive votes . . . Established a template for winning elections using advanced Facebook advertising”
**SOLICITATION/CONTRACT/ORDER FOR**
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30

### 1. REQUISITION NUMBER
AQ 1096925032

### 2. CONTRACT NO.
SAQMMA09M1870

### 3. AWARD/EFFECTIVE DATE
09/26/2009

### 5. TELEPHONE NUMBER (No collect calls)
703-875-5893

### 6. SOLICITATION ISSUE DATE

### 7. NAME
Reginald E. Smith

### 8. OFFER DUE DATE / LOCAL TIME

### 9. ISSUED BY
OFFICE OF ACQUISITION MANAGEMENT (A/LM/AQM)
PO BOX 9115, ROSSLYN STATION
US DEPARTMENT OF STATE
ARLINGTON, VA 22219

### 10. THE ACQUISITION IS
UNRESTRICTED

### 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
SEE SCHEDULE

### 12. DISCOUNT TERMS

### 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)

### 14. METHOD OF SOLICITATION
RFQ

### 15. DELIVER TO
OFC OF ECONOMIC SECURITY INFORMATION PRGMS (IIP/T/ES)
301 FOURTH STREET SW
SA-44
WASHINGTON, DC 20547

### 16. ADMINISTERED BY

### 17a. CONTRACTOR/OFFEROR CODE
196337864

### 17b. PAYMENT WILL BE MADE BY

### 18a. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18b UNLESS BLOCK BELOW IS CHECKED

### 19. ITEM NO.

### 20. SCHEDULE OF SUPPLIES/SERVICES

### 21. QUANTITY

### 22. UNIT

### 23. UNIT PRICE

### 24. AMOUNT

---

**See Line Items Section**

### 25. ACCOUNTING AND APPROPRIATION DATA

### 26. TOTAL AWARD AMOUNT (For Govt. Use Only)
$120,000.00

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**AUTHORIZED FOR LOCAL REPRODUCTION**
PREVIOUS EDITION IS NOT USABLE

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**REVIEW AUTHORITY:** Charles Lahiguera, Senior Reviewer
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32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: ________________________________

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR ☐ COMPLETE ☐ PARTIAL ☐ FINAL

36. PAYMENT

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD) ☐ TOTAL CONTAINERS

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Contracting Officer Representative is David Shelby, (202) 453-8454.

Doc Ref No: 1096925032

Taxes included:

- **Delivery Date**: 08/24/2010
- **Start to End Date**: 08/25/2009 to 08/24/2010
- **FOB**: Destination

Funding information:

- **Accounting Ref**: 1096925032
- **$120,000.00**

Grand Total: **$120,000.00**

Exhibits and Attachments TOC

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**01INV**

DEPARTMENT OF STATE INVOICE INSTRUCTIONS 10/30/2008

Invoice submission is only via the Office of Claims' Commercial Claims Operations fax server, toll-free number: 866-483-3436, unless otherwise indicated. Each invoice must be transmitted separately.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

1. Name and Address of the Contractor
(2) Dun and Brad Street Universal Number System (DUNS)

(3) Date of invoice

(4) Unique Vendor Invoice Number

(5) Remittance Contact Information

(6) Shipping Terms, Ship to Address

(7) Payment Terms

(8) Total Quantity of Items

(9) Total Invoice Amount

(10) Requisition Number, Contract Number and Order/Award Number, with modification number if applicable.

(11) Order line item number and information (see below instructions)

The name and DUNS of the contractor on the invoice must match the information indicated on the order/award for proper payment.

IMPORTANT: For proper payment, the invoice must detail products and/or services delivered on a line item basis in direct accordance with the corresponding order/award/contract. Each line item must contain the following information:

(1) Description of the services rendered for each line item

(2) Line Item Quantity

(3) Line Item Unit Price

(4) Total Line Item Invoicing Amount

(5) Delivery Date

(6) Contract Line Item Number (CLIN)

(7) Order/Award Line Item Number if invoicing against a task or delivery order or Blanket Purchase Agreement (BPA)

Please note that many task or delivery orders against Department of State or GSA contracts or blanket purchase agreements may have a separate and unique line item number in addition to the umbrella Contract Line Item Number (CLIN). The order line item number as well as the umbrella award CLIN must be referenced at each invoice line item level in such cases.

All payment to domestic claims will be disbursed by electronic funds transfer (EFT). Vendors who are registered in the Central Contractor Registration (CCR) should verify and re-confirm their financial information in the database prior to invoicing. Vendors who wish to request a waiver of CCR or payment by check must submit their justification to their assigned contracting officer for consideration at least 30 days prior to billing. For vendors who are granted an EFT exception, the payment address on the invoice must match the remittance address in the vendor record cited in the award.

Additional correspondence should be addressed to:

Name: U.S. Department of State

Global Financial Services
lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include:

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(b) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment-- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
(o) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **Limitation of liability.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.


(s) **Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

1. The schedule of supplies/services.
2. The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
3. The clause at 52.212-5.
4. Addenda to this solicitation or contract, including any license agreements for computer software.
5. Solicitation provisions if this is a solicitation.
6. Other paragraphs of this clause.
7. The Standard Form 1449.
8. Other documents, exhibits, and attachments.
9. The specification.

(t) **Central Contractor Registration (CCR).** (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's
reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) if a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (June 2009) 06/15/2009

(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 of Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combatting 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)).


(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.]


(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)).


(6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(7) [Reserved]


(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.


(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)).


(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 (June 2003) of 52.219-23.


(18) 52.219-28, Post Award Small Business Program Re-representation (Apr 2009) (15 U.S.C. 632(a)(2)).
X (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
(20) 52.222-19, Child Labor -- Cooperation with Authorities and Remedies (Feb 2008)(E.O. 13126).
X (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
(22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
X (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
(27) 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.)
(28) (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.)
X (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.)
X (ii) Alternate I (Dec 2007) of 52.223-16.
X (ii) Alternate I (Jan 2004) of 52.225-3.
X (iii) Alternate II (Jan 2004) of 52.225-3.
(34) 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).
(36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
(40) 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (May


(43)(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.]

(8) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 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).


(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).


(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)).


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

*Agent* means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

*Full cooperation*--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

   (i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

   (ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

   (i) Conducting an internal investigation; or

   (ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

*Principal* means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

*Subcontract* means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

*United States* means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

   (i) Have a written code of business ethics and conduct;

   (ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

   (i) Exercise due diligence to prevent and detect criminal conduct; and

   (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the
award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked “confidential” or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101.

The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.
(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including--

1. Monitoring and auditing to detect criminal conduct;
2. Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
3. Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

1. If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
2. If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.
3. The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
4. The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

1. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5,000,000 and a performance period of more than 120 days.
2. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the
Inspector General, with a copy to the Contracting Officer.
**RELEASED IN FULL**

**SOLICITATION/CONTRACT/ORDER FOR**
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30

1. **REQUISITION NUMBER**
   Lines

2. **CONTRACT NO.**
   SAQMMA09M1870

3. **AWARD/EFFECTIVE DATE**
   09/30/2010

4. **ORDER NUMBER**

5. **SOLICITATION NUMBER**
   See Lines

6. **SOLICITATION ISSUE DATE**

7. **FOR SOLICITATION INFORMATION CALL**
   Bernice L. Barnes

8. **TELEPHONE NUMBER**
   barnesbl2@state.gov

---

**OFFICE OF ACQUISITION MANAGEMENT (A/LM/AQM)**
PO BOX 9115, ROSSLYN STATION
US DEPARTMENT OF STATE
ARLINGTON, VA 22219

**OFFICE OF ECONOMIC SECURITY INFORMATION**
PRGMS (IIPT/ES)
2200 C Street, NW
SA-5, Second Floor
WASHINGTON, DC 20547

Contact: Dmitry Shevelenko
Telephone No. 550-664-6753

**CONTRACTOR/OFFEROR CODE**
1908337664
FACEBOOK
1601 S CALIFORNIA AVE
PALO ALTO, CA 94304-1111

**PAYMENT WILL BE MADE BY**
GLOBAL FIN. SVC'S (RM/GFS/ADO/FM) CHARLESTON,
SOUTH CAROLINA
PO BOX 150008; Fax To: 1-866-483-3436
OFFICE OF CLAIMS (RM/GFS/F/C)
CHARLESTON, SC 29415-5008

**SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18A UNLESS BLOCK BELOW IS CHECKED**

---

**METHOD OF SOLICITATION**
RFQ

15. **DELIVER TO**

CODE LIPES
OFC OF ECONOMIC SECURITY INFORMATION
PO BOX 9115, ROSSLYN STATION
US DEPARTMENT OF STATE
ARLINGTON, VA 22219

16. **ADMINISTERED BY**

CODE RMGFO
GLOBAL FIN. SVC'S (RM/GFS/ADO/FM) CHARLESTON,
SOUTH CAROLINA
PO BOX 150008; Fax To: 1-866-483-3436
OFFICE OF CLAIMS (RM/GFS/F/C)
CHARLESTON, SC 29415-5008

17a. **CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN BLOCK 18A UNLESS BLOCK BELOW IS CHECKED**

---

**20. SCHEDULE OF SUPPLIES/SERVICES**

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**TOTAL AWARD AMOUNT**

$265,000.00

---

**ACCOUNTING AND APPROPRIATION DATA**

**SIGNATURE OF OFFEROR/CONTRACTOR**
Ann H. Truitt
09/30/2010

**SIGNATURE OF CONTRACTING OFFICER**

---

**REVIEW AUTHORITY:** Charles Lahiguera, Senior Reviewer
|--------------|----------------------------------|--------------|----------|---------------|-----------|

32a. QUANTITY IN COLUMN 21 HAS BEEN

- [ ] RECEIVED
- [ ] INSPECTED
- [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: ________________________________

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED

36. PAYMENT

- [ ] COMPLETE
- [ ] PARTIAL
- [ ] FINAL

37. CHECK NUMBER

38a. CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

38b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

38c. DATE

39. VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

41d. RECEIVED AT (Location)

42a. DATE RECD (YYMMDD)

42b. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 3/2005) BACK
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<td>$265,000.00</td>
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Contracting Officer Representative is David Shelby, (202) 453-8454.

Ref No: 1096925032

Taxes included: $120,000.00

Date of Award: 9/30/2010

Cover Sheet

Grand Total: $265,000.00

Exhibits and Attachments TOC

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01INV  DEPARTMENT OF STATE INVOICE INSTRUCTIONS  10/30/2008

Invoice submission is only via the Office of Claims' Commercial Claims Operations fax server, toll-free number: 866-483-3436, unless otherwise indicated. Each invoice must be transmitted separately.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

1. Name and Address of the Contractor

2. Dun and Brad Street Universal Number System (DUNS)

3. Date of invoice

4. Unique Vendor Invoice Number

5. Remittance Contact Information

6. Shipping Terms, Ship to Address

7. Payment Terms

8. Total Quantity of Items

9. Total Invoice Amount

10. Requisition Number, Contract Number and Order/Award Number, with modification number if applicable.

11. Order line item number and information (see below instructions)

The name and DUNS of the contractor on the invoice must match the information indicated on the order/award.
for proper payment.

IMPORTANT: For proper payment, the invoice must detail products and/or services delivered on a line item basis in direct accordance with the corresponding order/award/contract. Each line item must contain the following information:

1. Description of the services rendered for each line item
2. Line Item Quantity
3. Line Item Unit Price
4. Total Line Item Invoicing Amount
5. Delivery Date
6. Contract Line Item Number (CLIN)
7. Order/Award Line Item Number if invoicing against a task or delivery order or Blanket Purchase Agreement (BPA)

Please note that many task or delivery orders against Department of State or GSA contracts or blanket purchase agreements may have a separate and unique line item number in addition to the umbrella Contract Line Item Number (CLIN). The order line item number as well as the umbrella award CLIN must be referenced at each invoice line item level in such cases.

All payment to domestic claims will be disbursed by electronic funds transfer EFT. Vendors who are registered in the Central Contractor Registration (CCR) should verify and re-confirm their financial information in the database prior to invoicing. Vendors who wish to request a waiver of CCR or payment by check must submit their justification to their assigned contracting officer for consideration at least 30 days prior to billing. For vendors who are granted an EFT exception, the payment address on the invoice must match the remittance address in the vendor record cited in the award.

Additional correspondence should be addressed to:

Name: U.S. Department of State
Global Financial Services
Attn: Office of Claims (RM/GFS/F/C)
Charleston Financial Service Center

Mailing Address:
Post Office Box 150008
Charleston, SC 29415-5008
Telephone Numbers:
Director’s Secretary Voice 843-202-3761
Fax 843-746-0749
Official Office Hours: 8:00 am – 5:00 pm

To request Payment Status on a Past Due Invoice contact:
(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--

1. Within a reasonable time after the defect was discovered or should have been discovered; and

2. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The
Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of
Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) **Patent indemnity.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **Payment**—(1) **Items accepted.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) **Prompt payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) **Electronic Funds Transfer (EFT).** If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) **Interest.** (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95–563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if:

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on:

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(s) **Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) **Central Contractor Registration (CCR).** (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the
"Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (June 2009) 06/15/2009

(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 of 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)).


(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.]


(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008)(Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).


(6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(7) [Reserved]


(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.


(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)).


(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 (June 2003) of 52.219-23.


(18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

X (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (20) 52.222-19, Child Labor -- Cooperation with Authorities and Remedies (Feb 2008)(E.O. 13126).

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

X (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).


(26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(27) 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.)

(28)(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 1 (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.)


(ii) Alternate 1 (Dec 2007) of 52.223-16.


(iii) Alternate II (Jan 2004) of 52.225-3.


(34) 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).


(36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).


(40) 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).


(43)(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 1 (Apr 2003) of 52.247-64.

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.]


(8) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 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).


(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).


(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)).


(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)
52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2008)

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

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

   (i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

   (ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

   (i) Conducting an internal investigation; or

   (ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

   (i) Have a written code of business ethics and conduct;

   (ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

   (i) Exercise due diligence to prevent and detect criminal conduct; and

   (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the
award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked “confidential” or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.
(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor’s code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

   (1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

   (2) If the violation relates to an order against a Government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies’ contracting officers.

   (3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

   (4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

   (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5,000,000 and a performance period of more than 120 days.

   (2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the
Inspector General, with a copy to the Contracting Officer.
Dmitry Shevelenko
Business - Uber Developer Platform
San Francisco Bay Area | Internet

current: Uber, Zuum
Previous: LinkedIn, Pulse News (acquired by LinkedIn), Facebook
Education: Columbia University in the City of New York

Everyone loves a Facebook controversy
June 30, 2014

Summary

Enabler of 1+1 = 5

Sit at the intersection of product, partnerships, and business creativity.


Experience

Business - Uber Developer Platform
Uber
August 2014 – Present (1 year 9 months)

Run global BD for the Uber Developer Platform and emerging verticals
Check out some of what has launched here: developer.uber.com/showcase

https://www.linkedin.com/in/dmitryshevelenko
Launched LinkedIn
Forbes:
3/27/2016
Dmitry Shevelenko
April 2013 – August 2018 (1 year 5 months)

Product Management
LinkedIn
Conceived and built the How You Rank, Premium Profile, Custom Backgrounds, Top Keywords, Expanded Search Listing, and Premium Spotlight Subscription products with a rockstar team of engineers, data scientists, user researchers, and designers.

Led the company-wide effort to begin directly monetizing the consumer market via a lower-priced subscription ($10/month).

Launched 'How You Rank'
Launched Premium Profile, Top Keywords, a...
LinkedIn launches major pr…
LinkedIn overhauls paid ser…

VP Product, Head of Monetization
Pulse News (acquired by LinkedIn)
January 2012 – May 2013 (1 year 5 months) | San Francisco Bay Area

Pulse was acquired in April 2013 by LinkedIn for $90MM and is now powering LinkedIn's content stack!

Led all product management, strategy, and operations for Pulse's monetization.

Branded Content Marketing Solutions:
Partnered with the world's top brands to build a native storytelling platform that empowers them to converse with their customers through high-quality content. Forbes called it a "holy grail" brand marketing solution that rivals Superbowl commercials in its effectiveness and focus on user engagement. Proud to have helped usher in a new era of mobile marketing that prioritizes user experience and value-based interactions with brands.

Premium Subscriptions with the Wall Street Journal:
Spearheaded all BD and product development for Pulse's Premium Subscriptions partnership with The Wall Street Journal. This unprecedented product partnership lets users buy Pulse-only versions of the WSJ for only $.99/month, for the first time letting users purchase Journal content through a completely frictionless iTunes payments integration.

TechCrunch: Pulse Adds Premium Subscription…
Forbes: Ads That Get More Love Than the S…
**Payments Partnerships & Mobile Payments**
Facebook
2011 – 2012 (1 year) | Palo Alto, CA

Managed key strategic partnerships and business development with payment providers for the Facebook Platform:
*Mobile Payments
*Carrier Billing and Mobile Aggregators
*International & Alternative Payments
*In-App Offers
*Virtual Currency Management

**India Landing Team**
Facebook
August 2010 – May 2011 (10 months)

Relocated to Hyderabad for a year to hire & build a global advertising operations team in Facebook’s India office. 0 to 100 employees in 9 months.

**Relationship Manager**
Facebook
February 2009 – August 2010 (1 year 7 months)

Social Gaming:
Worked with Facebook’s biggest advertisers to scale and optimize their performance marketing efforts. Managed the entire Zynga ads relationship as they grew to become Facebook’s largest advertiser at the time. Helped industry leaders achieve record acquisition numbers and ROI.

Politics and November 2010:
Developed Facebook’s political advertising go-to-market strategy for the November 2010 elections. Worked with agencies and campaigns and help them use Facebook Ads & Pages to drive awareness, persuasion, fundraising, and votes. Established a template for winning elections using advanced Facebook marketing.

**User Analyst**
Facebook
July 2008 – February 2009 (8 months)

**New Product Development**
Time Inc Home Entertainment
June 2007 – October 2007 (5 months)

Researched, evaluated, and negotiated with potential partners for Time Inc.’s publishing and retail distribution services. Managed production of SI Golf Calendar.

**Associate Publisher**
Inside New York
March 2006 – March 2007 (1 year 1 month)

Published and managed production of the 2007 edition of the largest NYC guidebook for students and young adults.

**Patents**

**Punch Card Loyalty Program in a Social Networking System**
United States 20130262212
Issued April 2, 2012

Organizations

**Matter Ventures**
Mentor to startups
Starting 2013

Matter is a start-up accelerator and early stage venture capital firm that supports and invests in media entrepreneurs building ventures that make society more informed, connected, and empowered. www.matter.vc

Languages

Russian French

Skills

Top Skills

- Strategic Partnerships
- Mobile Marketing
- Product Management
- Strategy
- Digital Media
- Mobile Devices
- User Experience
- Digital Strategy
- Online Advertising
- Analytics

Dmitry also knows about...

- Mobile Payments
- SaaS
- Digital Marketing
- Monetization
- Product Development
- Viral Marketing
- Online Marketing

Education

**Columbia University in the City of New York**
BA, Anthropology, Political Science

Original anthropological research on social networking.
Ethnographic study of symbiotic relationship between public education and gentrification in Manhattanville.
Thesis on the executive leadership of the CIA

https://www.linkedin.com/in/dmitryshevelenko
Volunteer Experience & Causes

Opportunities Dmitry is looking for:

• Joining a nonprofit board
• Skills-based volunteering (pro bono consulting)