

Part II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I-1 NOTICE – Listing of Contract Clauses Incorporated by References

The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEPT 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 2008	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	OCT 2010	CONTRACTOR'S CODE OF BUSINESS ETHICS & CONDUCT
52.203-14	DEC 2007	DISPLAY OF HOTLINE NUMBER(S)
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.204-9	JAN 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.209-6	OCT 2010	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT
52.215-2	OCT 2010	AUDIT AND RECORDS – NEGOTIATIONS
52.215-8	OCT 1997	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT

52.215-14	OCT 2010	INTEGRITY OF UNIT PRICES
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.217-8	NOV 1999	OPTION TO EXEND SERVICES
52.219-8	JAN 2011	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JAN 2011	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II)
52.219-11	FEB 1990	SPECIAL 8(a) CONTRACT CONDITIONS
52.219-16	JAN 1999	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN
52.219-28	APR 2009	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEPT 2010	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS.
52.222-36	OCT 2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEPT 2010	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-40	DEC 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
52.222-41	NOV 2007	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	SEP 2009	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACTS ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.222-54	JAN 2009	EMPLOYMENT ELIGIBILITY VERIFICATION

52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.223-18	SEP 2010	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	JUNE 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-17	DEC 2007	RIGHTS IN DATA-SPECIAL WORKS
52.228-5	JAN 1997	INSURANCE-WORK ON A GOVERNMENT INSTALLATION
52.229-3	APR 2003	FEDERAL, STATE AND LOCAL TAXES
52.232-7	FEB 2007	PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	OCT 2010	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION
52.232-37	MAY 1999	MULTIPLE PAYMENT ARRANGEMENTS
52.233-1	JUL 2002	DISPUTES – ALTERNATE I
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATIONS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS

52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	SEP 2000	CHANGES-TIME-AND-MATERIALS OR LABOR HOURS
52.244-2	OCT 2010	SUBCONTRACTS
52.244-6	DEC 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	AUG 2010	GOVERNMENT PROPERTY
52.245-9	JAUG 2010	USE AND CHARGES
52.249-6	MAY 2004	TERMINATION (COST REIMBURSEMENT) (ALTERNATE IV)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

B. EXECUTIVE ORDERS

Executive Order 13495, dated JAN 2009

NONDISPLACEMENT OF QUALIFIED WORKERS UNDER SERVICE CONTRACTS

I-2 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued through the Period of Performance as specified in Section B.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I-3 FAR 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 the period of four months, 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 any order for a single item in or combination of items in excess of 100% of the existing number of CSOs assigned to a given District per contract period for the Basic Rate. No limitations are set for Start-up costs; however, a limit does apply to the Overtime Rate. That limit is based upon the maximum quantity ordered by the Contracting Officer.
- (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 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-4 FAR 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 the effective period of performance of the contract.

I-5 FAR 52.219-17 - Section 8(a) Award (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Office of Security Contracts the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Office of Security Contracts Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Office of Security Contracts.

I-6 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits	
<u>Court Security Officer</u>	<u>\$19.85/hr (see below)</u>	
<u>1st Circuit</u>	Poughkeepsie, NY	Pittsburg, PA
Portland, ME	Brooklyn, NY	Erie, PA
Bangor, ME	Central Islip, NY	Johnstown, PA
	Syracuse, NY	
Boston, MA	Utica, NY	St. Thomas, VI
Worcester, MA	Binghamton, NY	St. Croix, VI
Springfield, MA	Albany, NY	
		<u>4th Circuit</u>
Concord, NH	New Haven, CT	Baltimore, MD
Manchester, NH	Bridgeport, CT	Hyattsville, MD
	Hartford, CT	Greenbelt, MD
	<u>3rd Circuit</u>	
Hato Rey, PR	Wilmington, DE	Raleigh, NC
San Juan, PR		Elizabeth, City, NC
		Fayetteville, NC
Providence, RI	Newark, NJ	Wilmington, NC
	Trenton, NJ	Wilson, NC
<u>2nd Circuit</u>	Camden, NJ	Greenville, NC
Burlington, VT		New Bern, NC
Rutland, VT	Philadelphia, PA	Greensboro, NC
Brattleboro, VT	Redding, PA	Winston-Salem, NC
	Easton, PA	Durham, NC
	Allentown, PA	Asheville, NC
Buffalo, NY	Scranton, PA	Charlotte, NC
Rochester, NY	Harrisburg, PA	Statesville, NC
New York, NY	Wilkes-Barre, PA	
White Plains, NY	Williamsport, PA	Columbia, SC

Greenville, SC
 Florence, SC
 Anderson, SC
 Charleston, SC
 Spartanburg, SC

Alexandria, VA
 Newport News, VA
 Richmond, VA
 Manassas, VA
 Norfolk, VA
 Roanoke, VA
 Abington, VA
 Danville, VA
 Harrisonburg, VA
 Lynchburg, VA
 Big Stone Gap, VA
 Charlottesville, VA

Wheeling, WV
 Elkins, WV
 Martinsburg, WV
 Clarksburg, WV
 Charleston, WV
 Huntington, WV
 Bluefield, WV
 Beckley, WV
 Parkersburg, WV

5th Circuit

Dallas, TX
 Amarillo, TX
 Fort Worth, TX
 Lubbock, TX
 Abilene, TX
 San Angelo, TX
 Tyler, TX
 Beaumont, TX
 Texarkana, TX
 Sherman, TX
 Lufkin, TX
 Plano, TX
 Marshall, TX
 Corpus Christi, TX
 Galveston, TX
 Victoria, TX
 McAllen, TX
 Brownsville, TX
 Laredo, TX
 San Antonio, TX
 Austin, TX
 El Paso, TX

Midland, TX
 Pecos, TX
 Waco, TX
 Del Rio, TX
 Alpine, TX

Baton Rouge, LA
 New Orleans, LA
 Shreveport, LA
 Lafayette, LA
 Monre, LA
 Alexandria, LA
 Lake Charles, LA

Oxford, MS
 Greenville, MS
 Aberdeen, MS
 Jackson, MS
 St. Hattiesburg, MS
 Gulfport, MS
 Natchez, MS

6th Circuit

Lexington, KY
 Covington, KY
 London, KY
 Ashland, KY
 Pikesville, KY
 Frankfort, KY
 Louisville, KY
 Owensville, KY
 Paducah, KY
 Bowling Green, KY

Detroit, MI
 Flint, MI
 Bay City, MI
 Ann Arbor, MI
 Port Huron, MI
 Kalamazoo, MI
 Grand Rapids, MI
 Lansing, MI
 Marquette, MI

Cleveland, OH
 Youngstown, OH
 Canton, OH
 Toledo, OH
 Akron, OH
 Dayton, OH
 Columbus, OH
 Cincinnati, OH

Chattanooga, TN
 Knoxville, TN
 Greenville, TN
 Winchester, TN
 Nashville, TN
 Memphis, TN
 Jackson, TN

7th Circuit

Chicago, IL
 Rockford, IL
 East St. Louis, IL
 Benton, IL

South Bend, IN
 Fort Wayne, IN
 Lafayette, IN
 Hammond, IN
 Indianapolis, IN
 Evansville, IN
 Terre Haute, IN
 New Albany, IN

Milwaukee, WI
 Green Bay, WI
 Madison, WI
 Eau Claire, WI

8th Circuit

Little Rock, AR
 Fort Smith, AR
 Fayetteville, AR
 El Dorado, AR
 Hot Springs, AR

Cedar Rapids, IA
 Sioux City, IA
 Davenport, IA
 Des Moines, IA

Minneapolis, MN
 St. Paul, MN
 Duluth, MN

Cape Girardeau MO
 St. Louis, MO
 Kansas City, MO
 Springfield, MO
 Jefferson City, MO

Omaha, NE Lincoln, NE	Chula Vista, CA	Salt Lake City, UT
Fargo, ND Minot, ND Bismarck, ND Grand Forks, ND	Honolulu, HI Boise, ID Pocatello, ID Coeur d'Alene, ID	Cheyenne, WY Casper, WY Jackson, WY Lander, WY Yellowstone, WY
Sioux Falls, SD Pierre, SD Rapid City, SD Aberdeen, SD	Billings, MT Butte, MT Great Falls, MT Missoula, MT Helena, MT	<u>11th Circuit</u> Birmingham, AL Huntsville, AL Gadsden, AL Anniston, AL Tuscaloosa, AL Decatur, AL Florence, AL Montgomery, AL Mobile, AL
<u>9th Circuit</u> Saipan, NMI	Las Vegas, NV Reno, NV	Miami, FL West Palm Beach Key West, FL Ft. Lauderdale, FL Fort Pierce, FL Hollywood, FL Tampa, FL Jacksonville, FL Ocala, FL Orlando, FL Ft. Myers, FL
Anchorage, AK Fairbanks, AK Juneau, AK	Portland, OR Medford, OR Eugene, OR	
Yuma, AZ Flagstaff, AZ Phoenix, AZ Tucson, AZ	Spokane, WA Yakima, WA Richland, WA Seattle, WA Tacoma, WA	
San Francisco, CA Los Angeles, CA Pasadena, CA Santa Ana, CA Riverside, CA Woodland Hills, CA Santa Barbara, CA Inglewood, CA West Covina, CA Santa Fe Springs San Bernardino, CA San Jose, CA Oakland, CA Santa Rosa, CA Sacramento, CA Modesto, CA Yosemite, CA Bakersfield, CA Redding, CA Fresno, CA San Diego, CA El Centro, CA	Hagatna, Guam <u>10th Circuit</u> Wichita, KS Kansas City, KS Topeka, KS Albuquerque, NM Las Cruces, NM Santa Fe, NM Roswell, NM Tulsa, OK Muskogee, OK Okmulgee, OK McAlester, OK Oklahoma City, OK Lawton, OK	Atlanta, GA Rome, GA Newman, GA Gainesville, GA Macon, GA Savannah, GA Brunswick, GA Augusta, GA <u>12th Circuit</u> Washington, D.C. Arlington, VA Springfield, VA

I-9 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011) Alternate 1 (JAN 2011)

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

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

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

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

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

Alternate 1 (Jan 2011). As prescribed in 9.104-7(c)(2), redesignate paragraph (a) of the basic clause as paragraph (a)(1) and add the following paragraph (a)(2):

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

I-8 FAR 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/these address(es):

<https://www.aquisition.gov/far/index.html>

or

<http://farsite.hill.af.mil/>

I-9 FAR 52.252-4 Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

I-10 FAR 52.252-6 Authorized Deviations in Clauses (Apr 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any DEPARTMENT OF JUSTICE ACQUISITION REGULATION (JAR) (48 CFR clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.