

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:

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	DEC 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)
52.219-16	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
52.222-20	OCT 2010	WALSH-HEALEY PUBLIC CONTRACTS ACT
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
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW

52.222-54	JAN 2009	EMPLOYMENT ELIGIBILITY VERIFICATION
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	AUG 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

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-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 52.217-9 Option to Extend the Term of the Contract (Mar 2000) - DEVIATION

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) The Government shall have the unilateral option of extending or renewing this contract beyond the initial period for additional periods of up to twelve months at a time, or less, each upon the same terms and conditions as contained in this contract at the time said option(s) are exercised.
- (c) The Government reserves the right to award options in increments of less than twelve months duration while at the same time retaining its right to a

full twelve month performance period at the fixed price offered for the full twelve month period. When such incremental option periods are necessary to protect the best interests of the Government, they shall be classified as Option I(a), I(b), etc. A combination of incremental options cannot exceed a 12-month period at which time the ensuing option period will take effect, in accordance with the terms and conditions of this contract.

- (d) If the Government exercises this option to extend the term of the contract, the contract, as renewed, shall be deemed to include the option clause.
- (e) The total duration of this contract, including the exercise of any option(s) under this article, shall not exceed 5 years/6 months.
- (f) The Contractor is cautioned that the exercise of the options is a Government prerogative, not a contractual right on the part of the Contractor. If the Government exercises the option(s) within the time frames prescribed herein, the Contractor shall be contractually bound to perform the services for the option period(s), or in the event he fails to perform, be subject to the termination for default provisions of this contract.
- (g) The contractor shall acknowledge in writing the preliminary notice of the Government. The Contractor shall provide current certified financial statements of its most recent fiscal year (or quarterly, if applicable) as well as updates to the key personnel when acknowledging the Government's preliminary notice. The financial statements/personnel updates to be submitted shall consist of the same information established in the Special Standards of Responsibility clause in Section L-15 at contract award. The acknowledgement and requested information shall be furnished to the Government within 15 calendar days of receipt of preliminary notice.
- (h) It is recognized by the parties that a full annual appropriation may not be available to the Government to fund the entire option term at the time the option is due to be exercised. Predicated upon the passage of a continuing resolution, the Government may exercise the option for the full term, subject to the passage by the Congress of a full annual appropriation signed by the President.

I-6 FAR 52.222-1 Notice to the Government of Labor Disputes (Feb 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the

Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

I-7 RESERVED

I-8 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</u>	<u>(see below)</u>
<u>1st Circuit</u> Portland, ME Bangor, ME Boston, MA Worcester, MA Springfield, MA Concord, NH Manchester, NH Hato Rey, PR San Juan, PR Providence, RI <u>2nd Circuit</u>	Burlington, VT Rutland, VT Brattleboro, VT Buffalo, NY Rochester, NY New York, NY White Plains, NY Poughkeepsie, NY Brooklyn, NY Central Islip, NY Syracuse, NY Utica, NY Binghamton, NY Albany, NY New Haven, CT Bridgeport, CT Hartford, CT	<u>3rd Circuit</u> Wilmington, DE Newark, NJ Trenton, NJ Camden, NJ Philadelphia, PA Redding, PA Easton, PA Allentown, PA Scranton, PA Harrisburg, PA Wilkes-Barre, PA Williamsport, PA Pittsburg, PA Erie, PA Johnstown, PA

St. Thomas, VI
St. Croix, VI

4th Circuit

Baltimore, MD
Hyattsville, MD
Greenbelt, MD

Raleigh, NC
Elizabeth, City, NC
Fayetteville, NC
Wilmington, NC
Wilson, NC
Greenville, NC
New Bern, NC
Greensboro, NC
Winston-Salem, NC
Durham, NC
Asheville, NC
Charlotte, NC
Statesville, NC

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

Fargo, ND
 Minot, ND
 Bismarck, ND
 Grand Forks, ND

Sioux Falls, SD
 Pierre, SD
 Rapid City, SD
 Aberdeen, SD

9th Circuit

Saipan, NMI

Anchorage, AK
 Fairbanks, AK
 Juneau, AK

Yuma, AZ
 Flagstaff, AZ
 Phoenix, AZ
 Tucson, AZ

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
 Chula Vista, CA

Honolulu, HI

Boise, ID
 Pocatello, ID
 Coeur d'Alene, ID

Billings, MT
 Butte, MT
 Great Falls, MT
 Missoula, MT
 Helena, MT

Las Vegas, NV
 Reno, NV

Portland, OR
 Medford, OR
 Eugene, OR

Spokane, WA
 Yakima, WA
 Richland, WA
 Seattle, WA
 Tacoma, WA

Hagatna, Guam

10th Circuit

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

Salt Lake City, UT

Cheyenne, WY
 Casper, WY
 Jackson, WY
 Lander, WY
 Yellowstone, WY

11th Circuit

Birmingham, AL
 Huntsville, AL
 Gadsden, AL
 Anniston, AL
 Tuscaloosa, AL
 Decatur, AL
 Florence, AL
 Montgomery, AL
 Mobile, AL

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

Atlanta, GA
 Rome, GA
 Newman, GA
 Gainesville, GA
 Macon, GA
 Savannah, GA

Brunswick, GA
Augusta, GA

Washington, D.C.
Arlington, VA
Springfield, VA

12th Circuit

I-9 FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I-10 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-11 FAR 52.252-4 Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

I-12 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.