
Part I – CONTRACT CLAUSES
SECTION I – CONTRACT CLAUSES**I.1 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/>

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 EXTEND SERVICES
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT
52.219-8	JAN 2011	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
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
52.232-19	APR 1984	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
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 VEGETATION ⁶
52.237-3	JAN 1991	CONTINUITY OF SERVICES
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*](#)

CLAUSES INCORPORATED BY FULL TEXT

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 F.
- (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 125 percent 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 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specific in the contract. These rates may be adjusted only as a result of revisions to

prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of expiration of the Period of Performance.

I.6 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of expiration of the Period of Performance, within which the Contracting Officer may exercise the option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

I.7 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.8 FAR 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA’s 8(a) Program and which meet the following criteria at the time of submission of offer –

(1) The Offeror is in conformation with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

- 2) The [*SBA's contractor*] will notify the USMS Office of Security Contract's Contracting Officer in writing immediately upon entering an agreement to transfer all or part of its stock or other ownership interest to any other party.

I.9 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
<i>Court Security Officer</i>	\$19.85/hr (see below)
<u>7th Circuit</u>	
Chicago, IL	Miami, FL
Rockford, IL	West Palm Beach
East St. Louis, IL	Key West, FL
Benton, IL	Ft. Lauderdale, FL
South Bend, IN	Fort Pierce, FL
Fort Wayne, IN	Hollywood, FL
Lafayette, IN	Tampa, FL
	Jacksonville, FL
	Ocala, FL
	Orlando, FL
	Ft. Myers, FL
<u>11th Circuit</u>	
Birmingham, AL	Atlanta, GA
Huntsville, AL	Rome, GA
Gadsden, AL	Newman, GA
Anniston, AL	Gainesville, GA
Tuscaloosa, AL	Macon, GA
Decatur, AL	Savannah, GA
Florence, AL	Brunswick, GA
Montgomery, AL	Augusta, GA
Mobile, AL	

I.10 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 (FAPIIS) 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 FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
(*End of clause*)

Alternate I (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.11 FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in of the Federal Acquisition Regulation Subsection 33.101, that are filed directly with an Agency, and copies of any protests that are filed with the Government

Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Contracting Officer
United States Marshals Headquarters
Office of Security Contracts – CS-3; 4th Floor
2604 Jefferson Davis Highway
Alexandria, VA 22301-1025

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

I.12 JAR 2852.233-70 PROTESTS FILED DIRECTLY WITH THE DEPARTMENT OF JUSTICE (JAN 1998)

(a) The following definitions apply in this provision:

- (1) "Agency Protest Official" means the official, other than the Contracting Officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.
- (2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.
- (3) "Interested Party" means an actual or prospective Offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(b) A protest filed directly with the Department of Justice must:

- (1) Indicate that it is a protest to the agency.
- (2) Be filed with the Contracting Officer.
- (3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.
- (4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103(d)(2):
 - (i) Name, address, facsimile number and telephone number of the protestor.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of the protest.

(c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.

- (d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.
- (e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.
- (g) The protestor has only one opportunity to support or explain the substance of its protest. The Department of Justice procedures do not provide for any discovery requests. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protester for any legal fees related to the agency protest.
- (i) The Department of Justice will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.
- (k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice.