

## Table of Contents

I	Contract Clauses .....	I-1
I.1	52.252-2 Clauses Incorporated by Reference (FEB 1988).....	I-1
I.2	Department of the Interior Acquisition Regulation (DIAR).....	I-4
I.3	Department of Commerce Acquisition Regulation (CAR).....	I-4
I.4	Federal Acquisition Regulation .....	I-5
I.4.1	52.211-11 Liquidated Damages—Supplies, Services, or Research and Development (SEP 2000) .....	I-5
I.4.2	FAR 52.216-18 Ordering (OCT 1995) .....	I-5
I.4.3	FAR 52.216-19 Ordering Limitations (OCT 1995).....	I-5
I.4.4	FAR 52.216-22 Indefinite Quantity (OCT 1995) .....	I-6
I.4.5	FAR 52.219-28 Post-Award Small Business Program Representation (JUL 2013) .....	I-6
I.4.6	FAR 52.222-35 Equal Opportunity for Veterans (JUL 2014) .....	I-7
I.4.7	FAR 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014).....	I-8
I.4.8	FAR 52.224-1 Privacy Act Notification (JUL 1996) (Deviation) .....	I-8
I.4.9	FAR 52.252-6 – Authorized Deviation in Clauses (FEB 1998).....	I-8
I.5	Department of the Interior Acquisition Regulation (DIAR).....	I-9
I.6	Department of Commerce Acquisition Regulation (CAR).....	I-9
I.6.1	1352.216-76 Placement of Orders (APR 2010).....	I-9
I.7	RESERVED.....	I-9

## I Contract Clauses

### I.1 52.252-2 Clauses Incorporated by Reference (FEB 1988)

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):

- FAR Clauses: <http://www.acquisition.gov/comp/far/loadmainre.html>
- CAR Clauses: <http://farsite.hill.af.mil/vfcara.htm>
- DIAR Clauses: <http://farsite.hill.af.mil/vfdiara.htm>

Table 1 FAR Clauses Incorporated by Reference

Clause	Title	Date
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	SEPT 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-15	Service Contract Reporting Requirements for Indefinite Delivery Contracts	JAN 2014
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	DEC 2014
52.210-1	Market Research	APR 2011

---

Clause	Title	Date
52.211-5	Material Requirements	APR 2000
52.211-11	Has been incorporated in full text; see Section I.4.1, 52.211-11 Liquidated Damages—Supplies, Services, or Research and Development (SEP 2000)	SEP 2000

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Clause	Title	Date
52.215-2	Audit and Records – Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
	[Clause removed in its entirety]	
	[Clause removed in its entirety]	
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications	OCT 2010
52.217-8	Option to Extend Services	NOV 1999
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	MAY 2014
52.219-9	Small Business Subcontracting Plan ALTERNATE II – OCT 2001	OCT 2015
52.219-16	Liquidated Damages—Subcontracting Plan	JAN 1999
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation Remedies	MAY 2014
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, & Other Eligible Veterans	JUL 2014
52.222-40	Notification of Employee Rights under the National Labor Relations Act	DEC 2010
52.222-50	Combat Trafficking in Persons	
52.222-54	Employment Eligibility Verification	
52.222-55	Minimum Wages Under Executive order 13658	DEC 2014
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-14	Acquisition of EPEAT®-Registered Televisions	JUN 2014
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	MAY 2008
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-13	Acquisition of EPEAT® - Registered Imaging Equipment	JUN 2014
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-16	Acquisition of EPEAT® -Registered Personal Computer Products	JUN 2014

Clause	Title	Date
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification	DEC 2012
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data—General (applicable to other than Special Works) Alternate II - DEC 2007	DEC 2007
52.227-17	Rights in Data—Special Works	DEC 2007
52.227-19	Commercial Computer Software License	DEC 2007
52.227-22	Major System -- Minimum Rights	JUN 1987
52.228-5	Insurance—Work on a Government Installation	JAN 1997
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-6	Payments Under Communication Service Contracts with Common Carriers	APR 1984
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	AUG 2012
52.232-8	Discount for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer-- Central Contractor Registration	JUL 2013
52.239-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes--Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy and Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes—Fixed Price Alternate II (APR 1984)	AUG 1987

Clause	Title	Date
52.243-3	Changes—Time-and-Materials or Labor-Hours	SEPT 2000
52.243-7	Notification of Changes	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2015
52.245-1	Government Property	APR 2012
52.245-9	Use and Charges	APR 2012
52.246-19	Warranty of Systems and Equipment under Performance Specifications or Design Criteria	MAY 2001
52.247-1	Commercial Bill of Lading Notations	FEB 2006
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination for Convenience of the Government (Fixed Price)	APR 2012
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991

## I.2 Department of the Interior Acquisition Regulation (DIAR)

The contract clauses set forth in the following paragraphs of the Department of the Interior Acquisition Regulation (DIAR) are incorporated in this contract with the same force and effect as though set forth herein in full text. The designated clauses are incorporated as they appear in the DIAR on the date of this contract, notwithstanding the date referenced. The clauses may be viewed at: <http://farsite.hill.af.mil/vfdiara.htm>

Table 2 DIAR Clauses Incorporated

Clause	Title	Date
1452.203-70	Restriction on Endorsements – Department of the Interior (DIAR)	JUL 1996
1452.215-70	Examination of Records by the DOI	APR 1984
1452.228-70	Liability Insurance—DOI	

## I.3 Department of Commerce Acquisition Regulation (CAR)

The contract clauses set forth in the following paragraphs of the Department of Commerce Acquisition Regulation (CAR) are incorporated in this contract with the same force and effect as though set forth herein in full text. The designated clauses are incorporated as they appear in the DIAR on the date of this contract, notwithstanding the date referenced. The clauses may be viewed at: <http://farsite.hill.af.mil/vfcara.htm>

Table 3 CAR Clauses Incorporated

Clause	Title	Date
1352.201-70	Contracting Officers Authority (CAR)	APR 2010
1352.209-72	Restrictions Against Disclosure	APR 2010
1352.209-73	Compliance with the Laws	APR 2010
1352.209-74	Organizational Conflict of Interest	APR 2010
1352.239-72	Security Requirements for Information Technology Resources	DEC 1994

## I.4 Federal Acquisition Regulation

The contract clauses set forth as follows are the Federal Acquisition Regulation (FAR) clauses.

### I.4.1 52.211-11 Liquidated Damages—Supplies, Services, or Research and Development (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$238,233.00 (but the total aggregate amount of the liquidated damages under this clause shall not exceed \$86,955,057.00) per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default—Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default—Fixed-Price Supply and Service clause in this contract.

(End of clause)

### I.4.2 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 from contract throughout the life of the contract.

(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.

(End of Clause)

### I.4.3 FAR 52.216-19 Ordering Limitations (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

---

(b) Maximum order. The Contractor is not obligated to honor --

- (1) Any order for a single item in excess of unlimited dollar value;
- (2) Any order for a combination of items in excess of unlimited dollar value; or
- (3) A series of orders from the same ordering office within zero days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one (1) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

#### **I.4.4 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 expiration of the current period of performance of the IDIQ contract or individual order, whichever is later.

(End of Clause)

#### **I.4.5 FAR 52.219-28 Post-Award Small Business Program Representation (JUL 2013)**

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of

---

performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall re-represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following representation and submit it to the contracting office, along with the contract number and the date on which the representation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

#### **I.4.6 FAR 52.222-35 Equal Opportunity for Veterans (JUL 2014)**

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

---

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

(End of Clause)

#### **I.4.7 FAR 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

#### **I.4.8 FAR 52.224-1 Privacy Act Notification (JUL 1996) (Deviation)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

Applicable Department of the Interior regulations concerning the Privacy Act are set forth in 43 CFR 2, subpart D. The CFR is available for public inspection at the Departmental Library, Main Interior Bldg., 1849 C St. NW, Washington DC, at each of the regional offices of bureaus of the Department and at many public libraries.

(End of Clause)

#### **I.4.9 FAR 52.252-6 – Authorized Deviation in Clauses (FEB 1998)**

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of Clause)

## **I.5 Department of the Interior Acquisition Regulation (DIAR)**

The contract clauses set forth as follows are the Department of the Interior Acquisition Regulation (DIAR) clause.

## **I.6 Department of Commerce Acquisition Regulation (CAR)**

The contract clauses set forth as follows are the Department of Commerce Acquisition Regulation (CAR) clauses.

### **I.6.1 1352.216-76 Placement of Orders (APR 2010)**

(a) The contractor shall provide goods and/or services under this contract only as directed in orders issued by authorized individuals. In accordance with FAR 16.505, each order will include:

- (1) Date of order;
- (2) Contract number and order number;
- (3) Item number and description, quantity, and unit price or estimated cost or fee;
- (4) Delivery or performance date;
- (5) Place of delivery or performance (including consignee);
- (6) Packaging, packing, and shipping instructions, if any;
- (7) Accounting and appropriation data;
- (8) Method of payment and payment office, if not specified in the contract;
- (9) Any other pertinent information.

(b) In accordance with FAR 52.216–18, Ordering, the following individuals (or activities) are authorized to place orders against this contract:

(c) If multiple awards have been made, the contact information for the DOC task and delivery order ombudsman is not applicable.

(End of clause)

## **I.7 RESERVED**