

## SECTION I – CONTRACT CLAUSES

### I.1 52.252-2 PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation 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): [www.arnet.gov/far/](http://www.arnet.gov/far/).

- 52-202-1 DEFINITIONS (JUL 2004)
- 52.203-3 GRATUITIES (APR 1984)
- 52-203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52-203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2007)
- 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APRIL 2008)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)
- 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
- 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 1999)
- 52.215-8 ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (OCT 1997)
- 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)

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- 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT 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 1997)
- 52.219-7 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (JUNE 2003)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (APRIL 2008)
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
- 52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)
- 52.222-3 CONVICT LABOR (JUN 2003)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
- 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)
- 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
- 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

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- 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- 52.227-11 PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (DEC 2007)
- 52.227-14 RIGHTS IN DATA –GENERAL (DEC 2007)
- 52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)
- 52.228-7 INSURANCE—LIABILITY TO THIRD PERSONS (MAR 1996)
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-2 PAYMENS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS (APR 1984)
- 52.232-7 PAYMENTS UNDER TIME-AND-MATERICALS AND LABOR HOUR CONTRACTS (FEB 2007)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- 52.232-16 PROGRESS PAYMENTS (APR 2003)
- 52-232-17 INTEREST (JUN 1996)
- 52-232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (OCT 2003)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.233-1 DISPUTES (JUL 2002)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- 52.242-2 PRODUCTION PROGRESS REPORTS (APR 1991)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-1 CHANGES –FIXED PRICE (AUG 1987)
- 52.243-3 CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
- 52.244-2 SUBCONTRACTS (JUN 2007)
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)

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- 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (MAY 2004)
- 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NON-PROFIT INSTITUTIONS (SEP 1996)
- 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) ALT IV (SEP 1996)
- 52.249-9 DEFAULT (FIXES PRICE RESEARCH AND DEVELOPMENT) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
  
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

### I.1.1 PROVISIONS INCORPORATED BY REFERENCE AND APPLICABLE ONLY TO COST-PLUS-FIXED FEE TASK ORDERS

The following clauses are incorporated by reference, with the same force and effect as if they were given in full text, and are only applicable to Task Orders issued on a cost-plus-fixed fee basis.

- 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)
- 52.216-8 FIXED FEE (MAR 1997)
- 52.230-2 COST ACCOUNTING STANDARDS (OCT 2008) OR
- 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2008)
- 52.230-4 CONSISTENCY IN COST ACCOUNTING PRACTICES (OCT 2008)
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.243-2 CHANGES-COST-REIMBURSEMENT (AUG 1987) ALT II (APR 1984)
- 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

### I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of an authorized Contracting Officer assigned to the U.S. Census Bureau, and shall not be binding until so approved.

### I.3 52.216-18 ORDERING (OCT 1995)

1. Any supplies and services to be furnished under this contract shall be ordered by issuance

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of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through expiration of the contract including all options.

2. 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.
3. 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.4 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 \$1,000, 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 \$8,000,000;
  - (2) Any order for a combination of items in excess of \$8,000,000;
  - (3) A series of orders from the same ordering office within ten (10) 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 three (3) 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.5 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 for supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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- (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 the 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 obligation 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 six months beyond the expiration date.

### **I.6 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 specified in the contract. The Secretary of Labor may adjust these rates only as a result of revisions to prevailing labor rates provided. 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 30 days before the contract expires.

### **I.7 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 services 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

TBD

TBD

(Please Note: A Wage Determination in accordance with 52.222-41, Service Contract Act of 1965 as Amended (May 1989) has been requested.)

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### **I.8 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**

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.

### **I.9 52.224-2 PRIVACY ACT (APR 1984)**

(a) The Contractor agrees to --

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies --

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

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(3) “System of records on individuals,” as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.