

## **PART II – Contract Clauses**

### **Section I-Contract Clauses**

#### **I.1 Task Order Clauses**

In accordance with FAR 52.301, Solicitation Provisions and Contract Clauses (Matrix), due to the various combinations for contract provisions/clauses that may be Optional under an individual task order based on the contract type, statement of work, dollar value, and other specific customer agency requirements, BMO SB cannot predetermine all the contract provisions/clauses for future individual task orders. However, all Applicable and Required provisions/clauses set forth in FAR 52.301 automatically flow down to all BMO SB task orders, based on their specific contract type, statement of work, and dollar value.

All Applicable and Required provisions/clauses that automatically flow down to task orders shall remain unchanged as of Federal Acquisition Circular (FAC) No. 2005-68, effective date June 26, 2013, throughout the entire period of performance under BMO SB. If a future Applicable or Required provision(s)/clause(s) are to the benefit of future task orders solicited under BMO SB, the future Applicable or Required provision/clause may be updated by FAC No. and effective date under a bi-lateral modification to BMO SB.

The OCO must only identify any Optional, and/or Agency-Specific provisions/clauses for each individual task order solicitation and subsequent award. The OCO must provide the provision/clause Number, Title, Date, and fill-in information (if any), as of the date the task order solicitation is issued.

#### **I.2 BMO SB Clauses**

The following clauses apply only to the BMO SB MA-IDIQ task order contract. The clauses and dates remain unchanged throughout the term of BMO SB unless changed through a bi-lateral modification to BMO SB.

#### **FAR 52.252-2 Clauses Incorporated by Reference**

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 address: <http://acquisition.gov>.

<b>FAR Clause #</b>	<b>FAR Title</b>	<b>Date</b>
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	SEP 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	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	ARP 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-15	Whistleblower Protections under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-16	Preventing Personal Conflict of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistle Blower Rights	SEP 2013
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content 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
52.204-18	Commercial and Government Entity Code Maintenance	NOV 2014
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.206-6	Restrictions on Subcontractor Sales to the Government (Alternate I)	SEP 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013

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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
52.211-5	Materials Requirements	AUG 2000
52.212-4	<p><b>Contract Terms and Conditions-Commercial Items</b>                      OCO's can elect to use the following deviation:                      Paragraph C has been deviated by a class waiver to tailor FAR Clause 52.212-4 as follows:                      (c) <i>Changes.</i>                      (1) Changes in the terms and conditions of this contract <i>may</i> be made bilaterally by written agreement of the parties.                      (2) Changes within the general scope, terms and conditions of this contract may be made unilaterally by the Government in situations impacting safety or working conditions or when it is otherwise in the Government's best interest.                      (i) The Contractor must assert its right to an adjustment under a unilateral change within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.                      (ii) Failure to agree to any adjustment shall be a dispute under the Disputes clause.                      However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.</p>	DEC 2014
52.212-4	Contract Terms and Conditions-Commercial Items (Alternate I)	DEC 2014
52.215-2	Audit and Records —Negotiation	OCT 2010
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
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
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data- Modifications -Alternate IV	OCT 2010
52.215-23	Limitation on Pass-Through Charges	OCT 2009
52.215-22	Limitations on Pass-Through Charges Alternate I	OCT 2009
52.216-22	Indefinite Quantity (Deviation II-FEB 2007)	OCT 1995
52.217-8	Option to Extend Services	NOV 1999

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52.219-6	Notice to Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concern	OCT 2014
52.219.14	Limitations on Subcontracting	NOV 2011
52.219-28	Post-Award Small Business Program Re-representation	APR 2012
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-17	Non-Displacement of Qualified Workers	MAY 2014
52.222-19	Child Labor – Cooperation With Authorities and Remedies	JAN 2014
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222.29	Notification of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Veterans	JUL 2014
52.222-36	Affirmative Action For Workers With Disabilities	JUL 2014
52.222-37	Employment Reports Veterans	JUL 2013

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52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts)	MAY 2014
52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Project Adjustments	MAY 2014
52-222-49	Service Contract Act- Place of Performance Unknown	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222.54	Employment Eligibility Verification	AUG 2013
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
52.222-56	Certification Regarding Trafficking Persons Compliance Plan	MAR 2015
52.223-1	Biobased Product Certification	MAY 2012
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-4	Recovered Material Certification	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
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984

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52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-19	Contractor Personnel in a Designated Operational Area Supporting a Diplomatic or Consular Mission outside the United States	MAR 2008
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	DEC 2007
52.227-17	Rights in Data-Special Works	DEC 2007
52.228-5	Insurance – Work on a Government Installation	JAN 1997
52.229-3	Federal, State, and Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts 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
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business	DEC 2013
52.233-1	Disputes	MAY 2014
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

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52.237-3	Continuity of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes – Fixed-Price	AUG 1987
52.243-1	Alternate II	APR 1984
52.243-4	Changes	JUN 2007
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts For Commercial Items	MAR 2015
52.245-1	Government Property	APR 2012
52.245-9	Use and Charges	APR 2012
52.246-4	Inspection of Services – Fixed Price	AUG 1996
52.246-25	Limitation of Liability – Services	FEB 1997
52.249-2	Termination For Convenience of the Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply And Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.252-2	Clauses Incorporated by Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991

**GSAR 552.102 Clauses incorporated by Reference:**

<b>GSAR Clause #</b>	<b>Title</b>	<b>Date</b>
552.203-71	Restriction on Advertising	SEP 1999
552.204-9	Personal Identity Verification Requirements	OCT 2012
552.215-70	Examination of Records by GSA	FEB 1996
552.216-74	Task-Order and Delivery-Order Ombudsman	AUG 2010
552.219-75	GSA Mentor-Protégé Program	SEP 2009
552.228-5	Government as Additional Insured	MAY 2009

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552.232-1	Payments (DEVIATION FAR 52.232-1)	NOV 2009
552.232-23	Assignment of Claims	SEP 1999
552.232-25	Prompt Payment (DEVIATION FAR 52.232-25)	NOV 2009
552.237-73	Restriction on Disclosure Of Information	JUN 2009

**1.3 FAR and GSAR Clauses in Full Text**

**52.216-22 INDEFINITE QUANTITY (DEVIATION I—JAN 1994)**

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.

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. The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

Except for any limitations on quantities in the Guaranteed Minimum clause and the Delivery Order Limitations clause, 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. 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.

(End of clause)

**52.216-18 ORDERING (OCT 1995) (DEVIATION II -- FEB 2007)**

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 Date of Award through Contract expiration date.

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. If mailed, a delivery order or task order is considered "issued" when the ordering activity 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)

**52.216-19 ORDER LIMITATIONS (OCT 1995) (DEVIATION II— FEB 2007)**

(a) Minimum order. When the ordering activity requires supplies or services covered by this contract in an amount of less than micro-purchase threshold, the ordering activity 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 excess of \$15B;



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Any order for a combination of items in excess of \$15B; or

A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in paragraph (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 ordering activity 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 5 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 ordering activity may acquire the supplies or services from another source.

(End of clause)

**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 6 months 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 ten (10) years and six (6) months.

(End of clause)

**52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 2014)**

In compliance with the Service Contract Labor Standards statute 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

_____	_____
_____	_____
_____	_____
_____	_____

(End of clause)

**52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)**

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

<b>Material</b> <i>(If none, insert "None")</i>	<b>Identification No.</b>


(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

*Alternate I (Jul 1995).* If the contract is awarded by an agency other than the Department of Defense, add the following paragraph (i) to the basic clause:

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment.

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Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

**52.252-6 Authorized Deviations in Clauses (ARP 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 FAR and GSAR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**FAR 52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

**GSAR 52.252-6 Authorized Deviations in Clauses (DEVIATION FAR 52.252-6)(SEP 1999)(a)**

*Deviations to FAR clauses*

This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) *Deviations to GSAR clauses.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) *"Substantially the same as" clauses.* Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

(End of clause)

**(End of Section I)**