

# Purchase Order Terms and Conditions for Product Sales



**DEFINITIONS:** Buyer is the legal entity issuing this Purchase Order. Seller is the legal entity that is contracting with the Buyer by accepting this Purchase Order. When executed, this Purchase Order is a contract that expresses the agreement of Buyer and the Seller and includes any other documents, specifications and any changes that are expressly incorporated into this Purchase Order by reference.

**DELIVERY:** Time is of the essence in the performance of Supplier's obligations under the Purchase Order. Supplier shall immediately notify Govplace if timely performance is delayed or is likely to be delayed for any reason. Govplace's acceptance or acknowledgement of such notice shall not constitute a waiver of any of Supplier's obligations. Delivery is to be made both in quantities and at times specified herein.

**REJECTED WORK:** Rejected Work. Upon non-acceptance, repudiation, or rejection of any Work, Govplace shall not be liable for any profit.

Supplier would have made, nor for incidental, consequential, or indirect damages.

**ACCEPTANCE:** Seller's acceptance of this Purchase Order means that Seller is contractually obliged to perform in accordance with the terms and conditions of this Purchase Order. Any additions, deletions or differences in the terms proposed by Seller are objected to and hereby rejected unless Buyer agrees to such changes in writing.

**PAYMENT:** Payment terms shall be Net 45 unless otherwise stated on the face of the Purchase Order.

**TAXES:** Except as may be otherwise provided in this Purchase Order, the prices shall include all applicable Federal, State, or local taxes in effect on the Purchase Order date. Taxes which are invoiced to Buyer shall be stated separately in Seller's invoices. Tax exemption certificates submitted by Buyer shall be accepted by Seller.

**SETOFF:** All claims for monies due or to become due from Buyer shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other transaction with Seller. In the event that Seller is overpaid, Seller shall promptly refund or credit the overpayment back to Buyer.

**TERMINATION:** Terminations under this Purchase Order shall be in accordance with FAR 52.244-6 Subcontracts for Commercial Items.

**ORDER CANCELLATION:** Govplace may cancel, without penalty or cost, the Purchase Order, in whole or in part, to the extent an Govplace customer has canceled its corresponding order to Govplace, prior to acceptance, and Govplace may return for a full refund and without penalty any Products received by Govplace or its Customer in connection with such Purchase Order or portion thereof.

**STOP-WORK ORDER:** Govplace may, at any time, by written order to Supplier, require Supplier to stop all, or any part, of the work called for by the Purchase Order for a period of 90 days after the written order is delivered to Supplier, and for any further period to which the Parties may agree. The order shall be specifically identified as a stop-work order issued pursuant to this clause. Upon receipt of the stop-work order, Supplier shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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Within a period of 90 days after a stop-work order is delivered to the Supplier, or within any extension of that period to which the Parties shall have agreed, Govplace shall either (1) cancel the stop-work order; or (2) terminate the work covered by the stop-work order as provided in the terms of the Purchase Order.

**ORDER OF PRECEDENCE:** In the event of any inconsistency among the provisions of this Purchase Order, such inconsistency shall be resolved using the following order of precedence: (i) any specifications, terms and conditions mutually agreed to in writing on the preceding page(s) of this Purchase Order, excluding any documents expressly incorporated by reference; (ii) the terms and conditions set forth in this Terms and Conditions paragraph; and (iii) any other documents expressly incorporated by reference on the preceding page(s) of this Purchase Order.

**COMPLIANCE WITH LAWS:** Seller shall comply with all applicable Federal, State, and municipal laws, ordinances, rules, and regulations.

**CHOICE OF LAW:** This Purchase Order will be construed and interpreted according to the laws of the Commonwealth of Virginia, without regard to its conflict of law's provisions.

**DPAS RATING:** The Purchase Order is or is not a rated order as indicated on the Purchase Order or cover thereof, certified for national defense use, and Supplier is required to follow all the provisions of the Defense Priorities and Allocation System regulation (15 CFR Part 700) in obtaining controlled materials and other products, services and materials needed to fill this order.

**INDEMNIFICATION:** Seller shall indemnify, defend and hold Buyer and Buyer's customers harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from the allegation or fact that Seller (or any of Seller's subcontractors, suppliers, employees, agents or representatives) delivered products that were unfit, defective, or harmful. The provisions of this Section shall survive any termination or expiration of this Agreement. Further, to the extent that any provisions of this Section are held to be unenforceable, Seller agrees to indemnify, defend, and hold Buyer and Buyer's customers harmless to the maximum extent permissible under applicable law.

**WARRANTY:** The Seller warrants that all materials or services delivered hereunder conform strictly to the design, specifications, drawings, samples, or other descriptions referenced in this Purchase Order, and that such deliverables will be free from defects in material and workmanship. Such warranties shall survive any inspection, delivery, acceptance, or payment by the Buyer for a period of 180 days following the date of Buyer's receipt, unless otherwise specified in this Purchase Order. This shall not invalidate the manufacturer's standard warranty if those terms are more favorable to Buyer.

**LIMITATION OF LIABILITY:** In no event shall either party or its employees, representatives or subsidiaries be liable for any consequential, indirect, punitive, incidental, or special damages (including lost profits).

**INVALID TERMS:** Each provision of this Purchase Order shall be held valid and enforceable to the fullest extent permitted by law. If any term, provision, covenant, and/or condition of this Purchase Order is held by a court or regulatory body of competent jurisdiction to be invalid, void, and/or

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unenforceable, the rest of the Purchase Order shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**WAIVER:** The failure of the Buyer to enforce at any time any of the provisions hereof shall neither be construed to be a waiver of such provisions nor of the right of the Buyer thereafter to enforce every such provision.

**ENTIRE AGREEMENT:** This is the entire agreement between the parties relative to this Purchase Order. It supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written, related to this Purchase Order unless they are expressly incorporated by reference in this Purchase Order.

**FEDERAL ACQUISITION REGULATION (FAR):** The following FAR clauses are hereby incorporated by reference and made a part hereof with the same force and effect as if they were given in full text. The full text of the clauses is available at <https://www.acquisition.gov/far/>. Unless otherwise specified, the date of the clauses incorporated by reference in this Purchase Order is the version in effect as of the Effective Date of this Purchase Order. In these clauses, the term “Contractor” shall mean “Seller” or “Supplier”, the term “Contract” shall mean this Purchase Order, and the term “Contracting Officer” shall mean the Contracting Officer of the Government prime contract unless otherwise specified; however equivalent phrases shall mean Buyer and/or Buyer’s purchasing representative if specified by Govplace.

- 52.203-3 Gratuities
- 52.203-5 Covenant Against Contingent Fees (NOTE 1)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (NOTE 2)
- 52.203-7 Anti-Kickback Procedures
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (NOTES 4,20,27,36)
- 52.203-17 Contractor Employee Whistleblower Rights.
- 52.204-2 Security Requirements
- 52.204-27 Prohibition on a ByteDance Covered Application
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems
- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab or Other Covered Entities (Jul 2018)
- 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment [e.g., Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)]
- 52.204-26 Covered Telecommunications Equipment or Services Representation
- 52.209-6 Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, Proposed For Debarment, or Voluntarily Excluded (Jan 2025)
- 52.211-5 Material Requirements (8/2000)

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- 52.211-7 Alternatives to Government- Unique Standards (11/99)
- 52.211-15 Defense Priority and Allocation Requirements
- 52.214-26 Audits and Records—Sealed Bidding
- 52.214-28 Subcontractor Cost or Pricing Data Modifications—Sealed Bidding
- 52.215-1 Instructions to Offers- Competitive Acquisition (1/2001)
- 52.215-2 Audit and Records- Negotiation
- 52.215-10 Price Reduction for Defective Cost or Pricing Data (10/97) (NOTE 45)
- 52.215-11 Price Reduction for Defective Cost or Pricing Data Modification (10/97) (NOTES 7,8)
- 52.215-12 Subcontractor Cost or Pricing Data (10/97) (NOTES 7,44)
- 52.215-13 Subcontractor Cost or Pricing Data-Modifications (10/97) (NOTE 7)
- 52.215-14 Integrity of Unit Prices (10/97) (NOTE 7)
- 52.215-15 Pension Adjustments and Asset Reversions (12/98) (NOTE 9)
- 52.215-17 Waiver of Facilities Capital Cost of Money (10/97)
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB )Other than Pensions (10/97)
- 52.215-19 Notification of Ownership Changes (10/97)
- 52.216-5 Price Redetermination- Prospective
- 52.216-6 Price Redetermination- Retroactive
- 52.216-16 Incentive Price Revision- Firm Target
- 52.216-17 Incentive Price Revision- Successive Targets
- 52.219-8 Utilization of Small Business Concerns (Jan 2025)
- 52.222-1 Notice to the Government of Labor Disputes (NOTE 4)
- 52.222-3 Convict Labor
- 52.222-4 Contract Work Hours and safety Standards Act- Overtime Compensation (NOTE 13)
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-16 Approval of Wage Rates
- 52.222-20 Walsh-Healey Public Contracts Act
- 52.222-21 Prohibition of Segregated facilities (2/99)
- 52.222-22 Previous Contracts and Compliance Reports
- 52.222-26 Equal Opportunity
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (12/2001)
- 52.222-36 Affirmative Action for Workers with Disabilities (6/1998)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (12/2001)
- 52.222-41 Service Contract Act of 1965, as Amended.
- 52.222-50 Combating Trafficking in Persons.
- 52.223-3 Hazardous Materials Identification and Material Safety Data
- 52.223-7 Notice of Radioactive Materials
- 52.223-14 Toxic Chemical Release Reporting

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- 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors
- 52.224-2 Privacy Act
- 52.225-1 Buy American Act—Supplies (5/2002)
- 52.225-2, Buy American Act Balance of Payments Program Certificate
- 52.225–5, Trade Agreements
- 52.225-7 Wavier of Buy American Act for Civil Aircraft and Related Articles (2/2000)
- 52.225-13, Restrictions on Certain Foreign Purchases
- 52.225-8 Duty-Free Entry
- 52.225-13 Restrictions on Certain Foreign Purchases (7/2000)
- 52.227-1 Authorization and Consent
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (NOTES 1,16)
- 52.227-3 Patent Indemnity
- 52.227-9 Refund of Royalties
- 52.227-10 Filing of Patent Applications- Classified subject Matter (NOTE 17)
- 52.227-11 Patent Rights- Retention by the Contractor (Short Form)
- 52.227-13 Patent Rights- Acquisition by the Government
- 52.227-14 Rights in Data- General (NOTE 19)
- 52.227-16 Additional Data Requirements (NOTE 4)
- 52.227-17 Rights in Data- Special Works (NOTE 4)
- 52.227-18 Rights in Data- Existing Works (NOTE 4)
- 52.227-19 Commercial Computer Software-Restricted Rights
- 52.227-20 Rights in Data-SBIR Program
- 52.227-21 Technical Data Declaration, Revision, and Withholding of Payment- Major System (1/1997)
- 52.227-22 Major System- Minimum Rights
- 52.227-23 Rights to Proposal Data (Technical)
- 52.228-3 Workers' Compensation Insurance (Defense Base Act)
- 52.228-4 Workers' Compensation and War Hazard Insurance Overseas
- 52.228-5 Insurance- Work on a Government Installation
- 52.229-6 Taxes- Foreign Fixed-Price Contracts
- 52.229-7 Taxes- Fixed-Price Contracts with Foreign Governments
- 52.229-8 Taxes- Foreign Cost Reimbursement Contracts (3/1990)
- 52.229-9 Taxes- Cost Reimbursement Contracts with Foreign Government (3/1990)
- 52.229-10 State of New Mexico Gross Receipts and Compensating Tax
- 52.230-2 Cost Accounting Standards (NOTES 7,21)
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (NOTE 21)
- 52.230-4 Consistency in Cost Accounting Practices (NOTE 21)
- 52.230-5 Cost Accounting Standards- Educational Institution (4/1998)
- 52.230-6 Administration of Cost Accounting Standards (11/1999)
- 52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts (12/2002)
- 52.232-16 Progress Payments (NOTES 4,40)

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- 52.232-17 Interest (NOTE 20)
- 52.232-20 Limitation of Cost
- 52.232-22 Limitation of Funds
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III
- 52.237-3 Continuity of Services
- 52.242-15 Stop-Work Order (NOTE 4)
- 52.242-17 Government Delay of Work
- 52.243-1 Changes- Fixed-Price (NOTE 4)
- 52.243-2 Changes- Cost-Reimbursement
- 52.243-3 Changes- Time-and-Materials or Labor-Hours
- 52.244-2 Subcontracts (Aug 1998)
- 52.244-5 Competition in Subcontracting
- 52.244-6 Subcontracts for Commercial Items (5/2002)
- 52.245-2 Government Property (Fixed-Price Contracts) (NOTES 4,24)
- 52.246-2 Inspection of Supplies- Fixed-Price (NOTES 1,4)
- 52.246-3 Inspection of Supplies- Cost Reimbursement
- 52.246-4 Inspection of Services- Fixed-Price (NOTE 1)
- 52.246-5 Inspection of Services- Cost Reimbursement
- 52.246-6 Inspection- Time-and-Material and Labor-Hour
- 52.246-15 Certificate of Conformance (NOTES 1,26)
- 52.246-16 Responsibility for Supplies (NOTES 1)
- 52.246-23 Limitation of Liability (NOTE 27)
- 52.246-24 Limitation of Liability- High-Value Items
- 52.246-25 Limitation of Liability- Services (NOTE 27)
- 52.247-63 Preference for U.S.-Flag Air Carriers (NOTE 28)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels
- 52.248-1 Value Engineering (NOTE 4,20)
- 52.249-1 Termination for Convenience of the Government (Fixed Price) (Short Form)
- 52.249-2 Termination for Convenience of the Government (Fixed Price) (NOTE 29)
- 52.249-4 Termination for Convenience of the Government (Services) (Short Form)
- 52.249-6 Termination (Cost-Reimbursement)
- 52.249-8 Default (Fixed-Price Supply and Service)

## NASA FAR Supplements

- 1852.204-75 Security Classification Requirements
- 1852.204-76 Security Requirements for Unclassified Information
- 1852.208-81 Restrictions on Printing and Duplicating (NOTE 4)
- 1852.211-70 Packaging, Handling and Transportation
- 1852.219-75 Small Business Subcontracting Reporting
- 1852.223-70 Safety and Health (NOTE 31)
- 1852.223-71 Frequency Authorization

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- 1852.223-72 Safety and Health (Short Form)
- 1852.225-70 Export Licenses
- 1852.227-11 Patent Rights—Retention by the Contractor (Short Form)
- 1852.227-70 New Technology (NOTE 32)
- 1852.227-72 Designation of New Technology Representative and Patent Representative
- 1852.227-85 Invention Reporting and Rights- Foreign
- 1852.227-87 Transfer of Technical Data Under Space Station International Agreements
- 1852.228-72 Cross-Waiver of Liability for Space Shuttle Services
- 1852.231-70 Pre-contract Cost
- 1852.237-71 Pension Portability
- 1852.242-72 Observance of Legal Holiday
- 1852.242-73 NASA Contractor Financial Management Reporting
- 1852.244-70 Geographic Participation in the Aerospace Program (NOTE 7)
- 1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors
- 1852.247-71 Protection of the Florida Manatee
- 1852.249-72 Termination
- 1852.252-70 Compliance with NASA FAR Supplement

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## Govplace Prime Contract Flow-downs

In addition to the general terms above, if a Task Order falls under one of Govplace's Prime GWAC Contracts, the clauses of the applicable contract shall flow down to all suppliers and subcontractors.

### NASA SEWP FLOWDOWNS

If Govplace Prime award falls under Govplace NASA SEWP Contract(s) NNG15SC37B or NNG15SC77B, the following flow-downs shall apply:

#### (SEWP V CONTRACT CLAUSE LIST – JANUARY 2025)

- 52.204-1 Approval of Contract (DEC 1989)
- 52.204-13 System for Award Management Maintenance (OCT 2018)
- 52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)
- 52.204-24 Representation Regarding Certain Telecommunications and video Surveillance Services or Equipment (NOV 2021)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- 52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (NOV 2023)
- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services (JAN 2025) (Deviation FEB 2025)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUN 2020)
- 52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)
- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (DEC 2023)
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)
- 52.204-27 Prohibition on a ByteDance Covered Application (JUN 2023)
- 52.204-28 Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023)
- 52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Alternate I) (Dec 2023) (applicable to all FASCSA orders)
- 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025)
- 52.219-3 Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (Applies to Small Businesses)
- 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (Applies to Small Businesses)
- 52.219-6 Notice of Total Small Business Set-Aside (Nov 2020) (Applies to Small Businesses)
- 52.219-8 Utilization of Small Business Concerns (Jan 2025) (Applies to Small Businesses)

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- 52.219-9 Small Business Subcontracting Plan (Jan 2025 (Applies to Large Businesses)
- 52.219-13 Notice of Set-Aside of Orders (MAR 2020) (Applies to Small Businesses)
- 52.219-14 Limitations on Subcontracting (OCT 2022) (Applies to Small Businesses)
- 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (FEB 2024)
- 52.219-28, Post Award Small Business Program Rerepresentation (Jan 2025) (Applies to Small Businesses)
- 52.219-29 Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women- Owned Small Business Concerns (OCT 2022) (Applies to Small Businesses)
- 52.219-30 Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (*Applies to Small Businesses*)
- 52.222-3 Convict Labor (JUN 2023)
- 52.222-19 Child Labor-Cooperation with Authorities and Remedies (Jan 2025)
- 52.222-21 Prohibition of Segregated Facilities (APR 2015)
- 52.222-26 Equal Opportunity (SEP 2016)
- 52.222-35 Equal Opportunity for Veterans (JUN 2020)
- 52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020)
- 52.222-37 Employment Reports on Veterans (JUN 2020)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- 52.222-50 Combating Trafficking in Persons (NOV 2021)
- 52.223-23 Sustainable Products and Services (May 2024) (Deviation Feb 2025)
- 52.224-3 Privacy Training (JAN 2017)
- 52.225-5 Trade Agreements (NOV 2023)
- 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2021)
- 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)
- 52.232-33 Payment by Electronic Funds Transfer-System for Award Management (OCT 2018)
- 52.240-1 Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities. (NOV 2024)
- 52.242-5 Payments to Small Business Subcontractors (JAN 2017) 52.216-18 Ordering (AUG 2020)
- 52.216-19 Order Limitations (OCT 1995)
- 52.216-22 Indefinite Quantity (OCT 1995)
- 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
- 52.217-11 Reverse Auction – Orders (AUG 2024)
- 52.222-41 Service Contract Labor Standards (AUG 2018)
- 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2025)
- 52.225-6 Trade Agreements Certificate (FEB 2021)
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)
- 52.233-3 Protest after Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.247-34 F.O.B. Destination (JAN 1991)

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- GSFC Clauses:
- 52.211-90 Supplies and/or Services to Be Provided (APR 2023)
- 52.219-90 Small Business Subcontracting Plan and Reports (NOV 2021) (Applies to Large Businesses)
- 52.246-93 Acceptance - - Location(s) (APR 2022) NFS Clauses:
- 1852.203-71 Requirement to Inform Employees of Whistleblower Rights (JUL 2023)
- 1852.204-76 (Deviation) Security Requirements for Unclassified Information Technology Resources (SEP 2024)
- 1852.215-84 Ombudsman (NOV 2011)
- 1852.219-75 Individual Subcontracting Reports (APR 2015) (Applies to Large Businesses)
- 1852.223-72 Safety and Health (Short Form) (JUL 2015) 1852.223-75 Major Breach of Safety or Security (FEB 2002) 1852.225-70 Export Licenses (FEB 2000)
- 1852.237-72 Access to Sensitive Information (JUN 2005) 1852.237-73 Release of Sensitive Information (JUN 2005)
- 1852.246-72 Material Inspection and Receiving Report (APR 2015)
- 1852.246-74 Contractor Counterfeit Electronic Part Detection and Avoidance (OCT 2023)

## GSA SCHEDULE FLOWDOWNS

If Govplace Prime award falls under Govplace Schedule GS-35F-0179X or 2GIT BPA 47QTCA21A001A, the following flow-downs will apply:

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- 52.203-3 - GRATUITIES (APR 1984)
- 52.207-5 - OPTION TO PURCHASE EQUIPMENT (FEB 1995)
- 52.224-1 - PRIVACY ACT NOTIFICATION (APR 1984)
- 52.224-2 - PRIVACY ACT (APR 1984)
- 52.228-5 - INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.229-1 - STATE AND LOCAL TAXES (APR 1984)
- 52.232-37 - MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)
- 52.237-2 - PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- 52.237-3 - CONTINUITY OF SERVICES (JAN 1991)
- 52.242-13 - BANKRUPTCY (JUL 1995)
- 52.242-15 - STOP-WORK ORDER (AUG 1989)
- 52.247-32 - F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)
- 52.247-34 - F.O.B. DESTINATION (NOV 1991)
- 52.247-38 - F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)
- 52.247-39 - F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)
- 52.247-68 - REPORT OF SHIPMENT (REPSHIP) (FEB 2006)
- 552.203-71 - RESTRICTION ON ADVERTISING (SEP 1999)
- 552.211-73 - MARKING (FEB 1996)
- 552.211-75 - PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE

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I – MAY 2003)

- 552.211-77 - PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)
- 552.223-70 - HAZARDOUS SUBSTANCES (MAY 1989)
- 552.223-71 - NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)
- 552.229-70 - FEDERAL, STATE, AND LOCAL TAXES (APR 1984)
- 552.229-71 - FEDERAL EXCISE TAX - C GOVERNMENT (SEP 1999)
- 552.232-23 - ASSIGNMENT OF CLAIMS (SEP 1999)
- 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
- 52.217-8 - OPTION TO EXTEND SERVICES (NOV 1999)
- 52.246-4 - INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)
- 52.223-9 - ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)
- 552.246-78 - INSPECTION AT DESTINATION (JUL 2009)
- 52.217-9 - OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
- 52.204-9 - PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.245-9 - USE AND CHARGES (APR 2012)
- 52.216-19 - ORDER LIMITATIONS (OCT 1995)
- 52.222-42 - STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)
- 52.227-14 - RIGHTS IN DATA - GENERAL (MAY 2014)
- 52.232-17 - INTEREST (MAY 2014) (DEVIATION I - MAY 2003)
- 52.204-19 - INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- 552.223-73 - PRESERVATION, PACKAGING, PACKING, MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (JUN 2015)
- 552.228-5 - GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)
- 552.211-89 - NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)
- 52.224-3 - PRIVACY TRAINING (JAN 2017)
- 52.242-5 - PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)
- 52.222-31 - CONSTRUCTION WAGE RATE REQUIREMENTS - PRICE ADJUSTMENT (PERCENTAGE METHOD) (AUG 2018)
- 52.222-30 - CONSTRUCTION WAGE RATE REQUIREMENTS - PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (AUG 2018)
- 52.232-33 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- 552.238-107 - TRAFFIC RELEASE (SUPPLIES) (MAY 2019)
- 552.238-86 - DELIVERY SCHEDULE (MAY 2019)
- 552.238-89 - DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)
- 552.238-90 - CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)
- 552.238-91 - MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)

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- 552.238-92 - VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)
- 552.238-93 - ORDER ACKNOWLEDGMENT (MAY 2019)
- 552.238-94 - ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)
- 552.238-95 - SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (MAY 2019)
- 552.238-96 - SEPARATE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2019)
- 552.238-100 - TRANSSHIPMENTS (MAY 2019)
- 552.238-101 - FOREIGN TAXES AND DUTIES (MAY 2019)
- 552.238-102 - ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAY 2019)
- 552.238-103 - ELECTRONIC COMMERCE (MAY 2019)
- 552.238-104 - DISSEMINATION OF INFORMATION BY CONTRACTOR (MAY 2019)
- 552.238-106 - INTERPRETATION OF CONTRACT REQUIREMENTS (MAY 2019)
- 552.238-70 - COVER PAGE FOR WORLDWIDE FEDERAL SUPPLY SCHEDULES (MAY 2019) FOR ALL GEOGRAPHIC AREAS
- 552.238-79 - CANCELLATION (MAY 2019)
- 552.238-83 - EXAMINATION OF RECORDS BY GSA (MAY 2019)
- 552.238-84 - DISCOUNTS FOR PROMPT PAYMENT (MAY 2019)
- 552.238-85 - CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2019)
- 552.238-87 - DELIVERY PRICES (MAY 2019)
- 552.238-97 - PARTS AND SERVICE (MAY 2019)
- 552.238-98 - CLAUSES FOR OVERSEAS COVERAGE (MAY 2019)
- 552.238-99 - DELIVERY PRICES OVERSEAS (MAY 2019)
- 52.222-15 - CERTIFICATION OF ELIGIBILITY (MAY 2014)
- 52.222-12 - CONTRACT TERMINATION-DEBARMENT (MAY 2014)
- 52.222-13 - COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)
- 52.216-32 - TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019) (ALT I SEP 2019) Alternate I
- 52.219-13 - NOTICE OF SET-ASIDE OF ORDERS (MAR 2020)
- 552.238-77 - SUBMISSION AND DISTRIBUTION OF AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LISTS (MAR 2020)
- 52.202-1 - DEFINITIONS (JUN 2020)
- 52.225-19 - CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAY 2020)
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- 52.228-3 - WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
- 552.252-6 - AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2021) (DEVIATION FAR 52.252-6)
- 52.245-1 - GOVERNMENT PROPERTY (SEP 2021)
- 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV

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- 552.238-111 - ENVIRONMENTAL PROTECTION AGENCY REGISTRATION REQUIREMENT (JAN 2022)
- 552.238-78 - IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (JAN 2022)
- 52.203-6 - RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) (ALTERNATE I - NOV 2021)
- 552.238-116 - OPTION TO EXTEND THE TERM OF THE FSS CONTRACT (MAR 2022)
- 552.238-73 - IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES (MAR 2022)
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- 52.232-40 - PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
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- 52.225-5 - TRADE AGREEMENTS (NOV 2023)
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- 552.238-113 - AUTHORITIES SUPPORTING USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS (MAR 2024)
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- 52.223-5 - POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)
- 52.226-8 - ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

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- 552.238-88 - GSA ADVANTAGE!® (JUL 2024)
- 552.219-18 - NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) PARTICIPANTS (MAY 2024) (DEVIATION FAR 52.219-18)
- 552.212-4 - CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (ALTERNATE I NOV 2021) (DEVIATION FAR 52.212-4) (JAN 2023)
- 552.238-119 - SINGLE-USE PLASTIC (SUP) FREE PACKAGING AVAILABILITY (JUL 2024)
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- 552.238-120 - Economic Price Adjustment - Federal Supply Schedule Contracts (SEP 2024)
- FSS-644 - PRODUCTS OFFERED AND SOLD BY VENDORS OTHER THAN THE MANUFACTURER (NOV 2025)
- 52.209-6 - PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (JAN 2025) (DEVIATION - NOV 2025)
- 52.223-2 - REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024) (DEVIATION NOV 2025)
- 52.204-7 - SYSTEM FOR AWARD MANAGEMENT (NOV 2024) (DEVIATION - NOV 2025)
- 52.247-64 - PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (NOV 2021) (DEVIATION - NOV 2025)
- 52.222-6 - CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018) (DEVIATION – NOV 2025)
- 52.222-111 - SUBCONTRACTS (LABOR STANDARDS) (MAY 2014) (DEVIATION - NOV 2025)
- 52.222-54 - EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2025) (DEVIATION - NOV 2025)
- 52.222-53 - EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES - REQUIREMENTS (MAY 2014) (DEVIATION - NOV 2025)
- 52.222-50 - COMBATING TRAFFICKING IN PERSONS (OCT 2025) (DEVIATION - NOV 2025)
- 52.222-37 - EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (DEVIATION - NOV 2025)
- 52.222-36 - EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (DEVIATION - NOV 2025)
- 52.222-35 - EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (DEVIATION - NOV 2025)
- 52.204-13 - SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) (DEVIATION – NOV 2025)
- 52.233-4 - APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) (DEVIATION - NOV 2025)
- 52.233-3 - PROTEST AFTER AWARD (AUG 1996) (DEVIATION - NOV 2025)
- 52.233-1 - DISPUTES (MAY 2014) (DEVIATION - NOV 2025)

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- 52.223-7 - NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (DEVIATION - NOV 2025)
- 52.223-3 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021) (ALTERNATE I - JUL 1995) (DEVIATION - NOV 2025)
- 52.223-12 - MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 2024) (DEVIATION - NOV 2025)
- 52.223-11 - OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (MAY 2024) (DEVIATION - NOV 2025)
- 52.219-8 - UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025) (DEVIATION – NOV 2025)
- 52.219-33 - NONMANUFACTURER RULE (SEP 2021) (DEVIATION - NOV 2025)
- 52.219-30 - NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (OCT 2022) (DEVIATION - NOV 2025)
- 52.219-3 - NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (OCT 2022) (DEVIATION - NOV 2025)
- 52.219-29 - NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (OCT 2022) (DEVIATION - NOV 2025)
- 52.219-28 - POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JAN 2025) (DEVIATION - NOV 2025)
- 52.219-27 - NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) CONCERNS ELIGIBLE UNDER THE SDVOSB PROGRAM (FEB 2024) (DEVIATION - NOV 2025)
- 52.219-16 - LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (SEP 2021) (DEVIATION – NOV 2025)
- 52.219-14 - LIMITATIONS ON SUBCONTRACTING (OCT 2022) (DEVIATION - NOV 2025)
- 52.215-21 - REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (NOV 2021) (ALTERNATE IV - OCT 2010) (DEVIATION - NOV 2025)
- 52.209-10 - PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015) (DEVIATION - NOV 2025)
- 52.204-15 - SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016) (DEVIATION - NOV 2025)
  
- 52.204-10 - REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (DEVIATION - NOV 2025)
- 52.208-9 - CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014) (DEVIATION - NOV 2025)
- 52.232-36 - PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION - NOV 2025)
- 52.216-22 - INDEFINITE QUANTITY (OCT 1995) (DEVIATION- NOV 2025)
- 52.240-93 - BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION

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## SYSTEMS (NOV 2025) (DEVIATION)

- 52.208-90 - GOVERNMENT SUPPLY SOURCES (NOV 2025) (DEVIATION)
- 52.209-9 - UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) (DEVIATION - NOV 2025)
- 52.223-23 - SUSTAINABLE PRODUCTS AND SERVICES (MAY 2024) (DEVIATION NOV 2025)
- 52.222-9 - APPRENTICES AND TRAINEES (JUL 2005) (DEVIATION NOV 2025)
- 52.203-19 - PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
- 552.238-80 - INDUSTRIAL FUNDING FEE AND SALES REPORTING (DEC 2025)(GSAR DEVIATION)
- 552.238-81 - PRICE REDUCTIONS (DEC 2025)(GSAR DEVIATION)
- 552.238-82 - MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (DEC 2025)(GSAR DEVIATION)
- 52.222-1 - NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) (DEVIATION NOV 2025)
- 52.222-14 - DISPUTES CONCERNING LABOR STANDARDS (FEB 1988) (DEVIATION NOV 2025)168
- 52.222-40 - NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (DEVIATION NOV 2025)
- 52.222-41 - SERVICE CONTRACT LABOR STANDARDS (AUG 2018) (DEVIATION NOV 2025)
- 52.222-43 - FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018) (DEVIATION NOV 2025)
- 52.222-49 - SERVICE CONTRACT LABOR STANDARDS - PLACE OF PERFORMANCE UNKNOWN (MAY 2014) (DEVIATION NOV 2025)
- 52.222-51 - EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT - REQUIREMENTS (MAY 2014) (DEVIATION NOV 2025)
- 52.222 55 - MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022) (DEVIATION NOV 2025)
- 52.222-3 - CONVICT LABOR (JUN 2003) (DEVIATION NOV 2025)
- 52.222-7 - WITHHOLDING OF FUNDS (MAY 2014) (DEVIATION NOV 2025)
- 52.222-8 - PAYROLLS AND BASIC RECORDS (JUL 2021) (DEVIATION NOV 2025)
- 52.222-10 - COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988) (DEVIATION NOV 2025)
- 52.244-6 - SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION NOV 2025)
- 52.219-9 - SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025) (ALTERNATE II – FEB 2026)(DEVIATION FEB 2026)
- 52.219-6 - NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)

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(ALTERNATE I – MAR 2020) (DEVIATION NOV 2025)

- 52.222-32 - CONSTRUCTION WAGE RATE REQUIREMENTS - PRICE ADJUSTMENT (ACTUAL METHOD) (AUG 2018) (DEVIATION NOV 2025)
- 52.240-91 - SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (ALTERNATE I - NOV 2025) (DEVIATION)
- 52.222-62 - PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022) (DEVIATION NOV 2025)
- 52.222-19 - CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (MAR 2026) (DEVIATION - NOV 2025)

## CIO-CS FLOWDOWNS

*If Govplace Prime award falls under NITAAC CIO-CS Contract HHSN316201500056W, the following flow-downs will apply:*

Article I.1 FAR 52.212-4, Contract Terms and Conditions – Commercial Products and Services (December 2022)

a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the

Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ( 31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the

Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at

Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by

# Purchase Order Terms and Conditions for Product Sales



reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ( 31 U.S.C.3903) and

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Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act ( 31 U.S.C.3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if-

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(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the

Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work

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performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The

Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

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(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

Alternate I (Nov 2021). When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) Inspection/Acceptance. (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly

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delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement

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materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) Definitions. (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) "Direct materials" means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) "Hourly rate" means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) "Materials" means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) "Subcontract" means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) Payments. (1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

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## (i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

## (ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

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(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other directcharge(s) for that orderor, if no reimbursement for other direct costs will be provided, insert 'None'."]

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:[Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.")]

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue

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performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting

Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the

extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a

duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

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(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due.

The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided

in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the

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"completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise.

The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to

the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act ( 31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the

Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from

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the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The

Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

Article I.2 FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Products and Commercial Services (JAN 2025) (Deviation FEB 2025)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders— Commercial Products and Commercial Services. (JAN 2025) (Deviation FEB 2025)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( 31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) ( 31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).

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(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) ( 41 U.S.C. 4704 and 10 U.S.C. 4655).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) ( 41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).

(5) [Reserved].

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

- (9) 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025)(31 U.S.C. 6101 note).

(10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(11) [Reserved].

(12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

(13) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(14) [Reserved]

(15) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).  
(ii) Alternate I (Mar 2020) of 52.219-6.

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(16) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).  
(ii) Alternate I (Mar 2020) of 52.219-7.

(17) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)).

(18) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Jun 2020) of 52.219-9.

(v) Alternate IV (Sep 2021) of 52.219-9.

(19) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

(ii) Alternate I (Mar 2020) of 52.219-13.

(20) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s).

(21) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).

(23) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Jan 2025) (15 U.S.C.

632(a)(2)).

(ii) Alternate I (Jan 2025) of 52.219-28.

(24) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

(25) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

(26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

(27) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

(28) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

(29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2025) (E.O. 13126).

(30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(31) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(ii) Alternate I (Feb 1999) of 52.222-26.

(32) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ii) Alternate I (Jul 2014) of 52.222-35.

(33) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(ii) Alternate I (Jul 2014) of 52.222-36.

(34) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

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(35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(36) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) ( 22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50 ( 22 U.S.C. chapter 78 and E.O. 13627).

(37) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(38) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off- the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 ( 42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

(40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

(41) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Oct 2015) of 52.223-13.

(42) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun2014) of 52.223-14.

(43) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) ( 42 U.S.C. 8259b).

(44) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

(45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

(46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(47) 52.223-21, Foams (Jun2016) (E.O. 13693).

(48) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

(ii) Alternate I (Jan 2017) of 52.224-3.

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X (49) (i) 52.225-1, Buy American-Supplies (Oct 2022) ( 41 U.S.C. chapter 83).  
(ii) Alternate I (Oct 2022) of 52.225-1.

(50) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) ( 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

- (ii) Alternate I [Reserved].
- (iii) Alternate II (Dec 2022) of 52.225-3.
- (iv) Alternate III (Jan 2021) of 52.225-3.
- (v) Alternate IV (Oct 2022) of 52.225-3.

X (51) 52.225-5, Trade Agreements (Dec 2022) ( 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (52) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

(56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

(57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

(58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

(60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

X (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(63) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

X (64) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

- (ii) Alternate I (Apr 2003) of 52.247-64.
- (iii) Alternate II (Nov 2021) of 52.247-64.

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(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

- (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2025) (E.O. 13706).
- (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made

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available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of

subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(viii) 52.222-26, Equal Opportunity (Sep 2015) (E.O. 11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xi) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiv) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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(xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvii) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xviii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2025) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (Feb 2000). As prescribed in 12.301 (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (Jun 2023). As prescribed in 12.301 (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

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(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(D) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(E) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(F) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(G) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(H) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(I) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(J) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(K) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(L) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(M) (1) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(N) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May

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2014) (41 U.S.C. chapter 67).

(O) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(P) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989).

(Q) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(R) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2025) (E.O. 13706).

(S) (1) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(2) Alternate I (Jan 2017) of 52.224-3.

(T) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(U) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(V) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(W) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

## Article I.3 Additional Contract Clauses

This contract incorporates the following clauses by reference (unless otherwise noted), with the same force and effect as if they were given in full text. Upon request, the PCO will make their full text available.

### a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

(1) Applicable to the GWAC:

a) FAR Clause 52.216-18, Ordering (October 1995).

“(a) ... Such orders may be issued from date of award through 120 months thereafter.”

b) FAR Clause 52.216-22, Indefinite Quantity (October 1995).

“(d) ... the Contractor shall not be required to make any deliveries under this contract after 60 months following expiration of the GWAC ordering period.”

c) FAR Clause 52.232-18, Availability of Funds (April 1984).

d) FAR Clause 52.232-37, Multiple Payment Arrangements (May 1999)

(2) Applicable to individual delivery orders as required:

a) FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel (January 2011).

b) FAR Clause 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011).

c) FAR Clause 52.227-14, Rights in Data – General (May 2014).

d) Alternate III (December 2007), FAR Clause 52.227-14, Rights in Data--General (May 2014). –

Any additions to or limitations on restricted rights in data will be specified in the individual

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delivery order.

e) FAR Clause 52.237-2, Protection of Government Buildings, Equipment and Vegetation (April 1984).

f) FAR Clause 52.245-1, Government Property (Sept 2021) as applicable under FAR Part 45.107.

g) FAR Clause 52.245-9, Use and Charges (April 2012).

h) FAR Clause 52.251-1, Government Supply Sources (April 2012). (This clause may be used in delivery orders for commercial items)

i) FAR Clause 52.212-4, Contract Terms and Conditions – Commercial Items (December 2022), and Alternative I (Nov 2021) if applicable

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR Clause 352.203-70, Anti-Lobbying (DEC 2015)

c. ADDITIONAL DELIVERY ORDER CLAUSES:

1. OCOs may include additional agency or FAR clauses to delivery orders as applicable to the specific requirements.