

SECTION I

CONTRACT CLAUSES

I.1 GENERAL

The Ordering Agency may include additional contract clauses in orders, other than those enumerated in this section, such as (1) optional FAR clauses, (2) agency clauses, (3) unmentioned FAR alternate clauses, and (4) order specific clauses.

Some orders may have work containing a combination of contract types, i.e., fixed-price (FP), time & materials (T&M), and labor-hour (LH) terms. The ordering Agency is responsible for identifying the applicable order type(s), which must be stated in the order.

VETS GWAC accommodates orders with the following terms: fixed-price (all in FAR 16.2), time-and-materials (per FAR 16.6), and labor-hour (per FAR 16.6). VETS GWAC will also allow requiring activities to choose among the incentive features found in FAR 16.4 that are tied to fixed-price, time-and-materials, and labor-hour terms. Incentive features must be fully expounded in RFQs or RFPs for order opportunities and resulting orders.

The clauses listed in the following table primarily consist of those listed in the FAR Matrix (at FAR 52.301) as “R”, meaning “Required” and those that are “A”, meaning “Required when applicable”. Clause applicability is determined by FAR prescription for use, which turns on the facts of the order. Where alternate clauses and/or portions of clauses are listed, FAR prescription for use controls their applicability in orders.

Although all clause selections are important, ordering contracting officers should pay special attention to the selection and identification of clauses beginning with “52.227” in order RFQs/RFPs as selection amongst highly significant mutually exclusive options is required. This discretion requires the highest standard of requirement recognition and deliberation by the ordering contracting officer. Ordering contracting officers will need to specifically identify the applicable clauses beginning with “52.227” in each RFQ/RFP. The convention adopted in this contract for order competition regarding clauses beginning with “52.227” is that those clauses listed in RFQs/RFPs for orders apply, while those that are not cited, don’t apply. A failure to mention any clauses beginning with “52.227” in an RFQ/RFP renders that RFQ/RFP defective until that matter is cured by the ordering contracting officer, so such matters should be brought to their attention immediately.

Ordering contracting officers will also need to select between 52.233-1 and 52.233-1 Alternate I in order RFQs/RFPs. The convention adopted in this contract for order competition regards 52.233-1 and 52.233-1 Alternate I is that the one listed in RFQs/RFPs for orders apply, while those that are not cited, don’t apply. A failure to

mention which of those two options applies renders that RFQ/RFP defective until that matter is cured by the ordering contracting officer, so such matters should be brought to their attention immediately.

High value end items procured as part of a services order may require additional clauses such as those mentioned in FAR 46.805(5). While Clause 52.246-25 is already part of this contract, related clauses may also be specifically written into order RFQs/RFPs.

I.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

- <https://www.acquisition.gov/far/index.html>
- <https://www.acquisition.gov/gsam/gsam.html>

FAR (48 CFR Chapter 1) Clauses Incorporated by Reference

CLAUSE NO.	TITLE	DATE	FP	TM/LH
52.202-1	DEFINITIONS	JAN 2012	x	x
52.203-3	GRATUITIES	APR 1984	x	x
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984	x	x
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVT	SEP 2006	x	
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010	x	x
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997	x	x
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997	x	x
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	x	x
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010	x	x
52.203-14	Display of Hotline Posters	DEC 2007	x	x
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN 2010	x	x
52.204-2	SECURITY REQUIREMENTS	AUG 1996	x	x
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011	x	x
52.204-7	CENTRAL CONTRACTOR REGISTRATION	AUG 2012	x	x
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011	x	x
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG 2012	x	x

52.204-11	AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS	JUL 2010	x	x
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	MAY 2006	x	x
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010	x	x
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB 2012	x	x
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991	x	x
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991	x	x
52.215-2	AUDIT AND RECORDS —NEGOTIATION	OCT 2010	x	x
52.215-2	AUDIT AND RECORDS —NEGOTIATION, ALT I NOTE :This task only applies to orders funded in whole or in part by the American Recovery and Reinvestment Act of 2009 (ARRA).	MAR 2009	x	x
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	OCT 1997	x	x
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS	AUG 2011	x	x
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 2010	x	x
52.215-13	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS	OCT 2010	x	x
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010	x	x
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OF PRICING DATA-MODIFICATION	OCT 2010	x	x
52.215.21	COST OR PRICING ALTERNATE I	OCT 2010	x	x
52.215-21	COST OR PRICING ALTERNATE II	OCT 1997	x	x
52.215-21	COST OR PRICING ALTERNATE III	OCT 1997	x	x
52.215-21	COST OR PRICING ALTERNATE IV	OCT 2010	x	x
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES-IDENTIFICATION OF SUBCONTRACT EFFORT (See prescription for applicability at task order level)	OCT 2009		x
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (See prescription for applicability at task order level)	OCT 2009		x
52.215-23	ALTERNATE I (See prescription for applicability at task order level)	OCT 2009		x
52.216-4	ECONOMIC PRICE ADJUSTMENT – LABOR AND MATERIAL	JAN 1997	x	x
52.216-5	PRICE REDETERMINATION – PROSPECTIVE	OCT 1997	x	x
52.216-7	ALLOWABLE COST AND PAYMENT. (This applies only to the portion of the task order that provides for reimbursement of materials (as defined in the clause at 52.232-7) at actual cost)	JUN 2011		x
52.216-16	INCENTIVE PRICE REVISION – FIRM TARGET	OCT 1997	x	x

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52.216-17	INCENTIVE PRICE REVISION – SUCCESSIVE TARGETS	OCT 1997	x	x
52.216-29	TIME AND MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS—NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION	FEB 2007		x
52.216-30	TIME AND MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS —Non-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION	FEB 2007		x
52.216-31	TIME AND MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS — COMMERCIAL ITEM ACQUISITION	FEB 2007		x
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999	x	x
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011	x	x
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011	x	x
52.219-27	NOTICE OF TOTAL SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS SET ASIDE	NOV 2011	x	x
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION	APR 2009	x	x
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997	x	x
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990		
52.222-3	CONVICT LABOR	JUN 2003	x	x
52.222-19	CHILD LABOR COOPERATION WITH AUTHORITIES AND REMEDIES	MAR 2012	x	x
52.222-21	PROHIBITION OF SEGRATED FACILITIES	FEB 1999	x	x
52.222-26	EQUAL OPPORTUNITY	MAR 2007	x	x
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003	x	x
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2010	x	x
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010	x	x
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2010	x	x
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	x	x
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009	x	x
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL 2012	x	x
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997		
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA, ALTERNATE I	JUL 1995	x	x
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011	x	x

52.223-5	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION, ALTERNATE I	MAY 2011	x	x
52.223-5	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION, ALTERNATE II	MAY 2011	x	x
52.223-6	DRUG-FREE WORKPLACE	MAY 2001	x	x
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011	x	
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITONERS	MAY 2011	x	x
52.223-15	ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS	DEC 2007		
52.223-16	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS	DEC 2007	x	x
52.232-16	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS, ALTERNATE I	MAY 2011	x	x
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE and CONSTRUCTION CONTRACTS	MAY 2008	x	x
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011		
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY 2011	x	x
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984	x	x
52.224-2	PRIVACY ACT	APR 1984	x	x
52.225-1	BUY AMERICAN ACT –SUPPLIES	FEB 2009	x	x
52.225-3	BUY AMERICAN ACT – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT	MAY 2012	x	x
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	x	
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	x	x
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008	x	x
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN 2000	x	x
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007	x	
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007	x	
52.227-3	PATENT INDEMNITY	APR 1984	x	
52.227-10	FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER	DEC 2007	x	x
52.227-11	Patent Rights—Ownership by the Contractor	DEC 2007	x	x
52.227-13	Patent Rights—Ownership by the Government	DEC 2007	x	x
52.227-14	RIGHTS IN DATA—GENERAL	DEC 2007	x	x
52.227-14	RIGHTS IN DATA—GENERAL ALTERNATE I	DEC 2007	x	x
52.227-14	RIGHTS IN DATA—GENERAL ALTERNATE II	DEC 2007	x	x
52.227-14	RIGHTS IN DATA—GENERAL ALTERNATE III	DEC 2007	x	x
52.227-14	RIGHTS IN DATA—GENERAL ALTERNATE IV	DEC 2007	x	x

52.227-14	RIGHTS IN DATA—GENERAL ALTERNATE V	DEC 2007	x	x
52.227-17	RIGHTS IN DATA-SPECIAL WORKS	DEC 2007	x	x
52.227-19	COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS	DEC 2007	x	x
52.227-22	MAJOR SYSTEM – MINIMUM RIGHTS	JUN 1987	x	x
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT).	APR 1984	x	x
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997	x	x
52.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	MAR 1996		
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003	x	x
52.229-5	TAXES – CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	JUN 2003	x	x
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	JUN 2003	x	x
52.229-7	TAXES – FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS	JAN 1991	x	x
52.229-8	TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990		
52.232-1	PAYMENTS	APR 1984	x	
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	AUG 2012		x
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS ALTERNATE I (Deviation 1-FEB 2007)	AUG 2012		x
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002	x	x
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984	x	x
52.232-11	EXTRAS	APR 1984	x	
52.232-16	PROGRESS PAYMENTS	APR 2012	x	
52.232-16	PROGRESS PAYMENTS ALTERNATE I	MAR 2000	x	
52.232-17	INTEREST	OCT 2010	x	x
52.232-18	AVAILABILITY OF FUNDS	APR 1984	x	x
52.232.20	LIMITATION OF COST	APR 1984		
52.232-22	LIMITATION OF FUNDS	APR 1984		
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986	x	x
52.232-25	PROMPT PAYMENT	OCT 2008	x	x
52.232-25	PROMPT PAYMENT ALTERNATE I	FEB 2002		x
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION	OCT 2003	x	x
52.233-1	DISPUTES	JUL 2002	x	x
52.233-1	DISPUTES ALTERNATE I	DEC 1991	x	x
52.233-3	PROTEST AFTER AWARD	AUG 1996	x	x
52.233-3	PROTEST AFTER AWARD ALTERNATE I	JUN 1985		
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	x	x
52.237-3	CONTINUITY OF SERVICES	JAN 1991	x	x
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996	x	x
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	x	x
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001		x

52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997		x
52.242-13	BANKRUPTCY	JUL 1995	x	x
52.243-1	CHANGES – FIXED-PRICE ALTERNATE I	APR 1984	x	
52.243-1	CHANGES – FIXED PRICE, ALTERNATE II	APR 1984		
52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEPT 2000		x
52.244-2	SUBCONTRACTS	OCT 2010	x	x
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996	x	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010	x	x
52.245-1	GOVERNMENT PROPERTY	APR 2012	x	x
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	APR 2012	x	
52.245-9	Use and Charges	APR 2012	x	x
52.246-20	WARRANTY OF SERVICES	MAY 2001	x	
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997	x	x
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS	JUNE 2003	x	x
52.248-1	VALUE ENGINEERING	OCT 2010	x	
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012	x	
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004		
52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV	SEP 1996		x
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	x	
52.249-14	EXCUSABLE DELAYS	APR 1984		x
52.250-5	SAFETY ACT – EQUITABLE ADJUSTMENT	FEB 2009	x	x
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012	x	x
52.253-1	COMPUTER GENERATED FORMS	JAN 1991	x	x

I.2.1 ACQUISITION OF COMMERCIAL ITEMS AT THE TASK ORDER LEVEL (April 2010)

The following provisions or clauses apply only to task orders that are for the acquisition of supplies or services that meet the definition of commercial items at FAR 2.101. If commercial acquisition procedures are used for any task order, the appropriate clauses will be incorporated in the task order with the appropriate fill ins.

CLAUSE NO.	TITLE	DATE	FP*	TM/LH**
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	AUG 2012	x	x
52.212-4	ALTERNATE I	OCT 2008		x

I.2.2 ADDITIONAL SMALL BUSINESS PARTICIPATION AT THE TASK ORDER LEVEL (April 2012)

The following clauses incorporated by reference and providing for task order request set-asides only apply to task orders requests when a decision is made by the government to further set-aside at that level. The inclusion of these clauses in the VETS GWAC is to provide ordering contracting officers the

option of implementing further set-asides at the task order request level in both commercial and non-commercial task order requests –further setting aside through these clauses should not be read as automatically applicable just because the provisions or clauses are included in the VETS GWAC. IF SMALL BUSINESS PARTICIPATION IS FURTHER RESTRICTED AT THE TASK ORDER REQUEST LEVEL, THE APPLICABLE CLAUSE(S) MUST BE EXPLICITLY INCORPORATED IN WRITING IN THE TASK ORDER REQUEST BY THE ORDERING CONTRACTING OFFICER. This guidance also applies to the inclusion of these clauses in FAR 52.212-5.

CLAUSE NO.	TITLE	DATE	FP	TM/ LH
52.219-3	NOTICE OF HUBZone SET-ASIDE OR SOLE SOURCE AWARD	NOV 2011	x	x
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011	x	x
52.219-29	NOTICE OF SET-ASIDE FOR ECONOMICALLY DISADVANTAGE WOMEN-OWNED SMALL BUSINESS CONCERNS	APR 2012	x	x
52.219-30	NOTICE OF SET-ASIDE FOR SET-ASIDE FOR WOMAN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMAN-OWNED SMALL BUSINESS PROGRAM	APR 2012	x	x

I.3 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM), INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE
552.203-71	RESTRICTION ON ADVERTISING	SEP 1999
552.211-72	REFERENCE TO SPECIFICATIONS IN DRAWINGS	FEB 1996
552.215-70	EXAMINATION OF RECORDS BY GSA	FEB 1996
552.228-5	GOVERNMENT AS ADDITIONAL INSURED	MAY 2009
552.229-71	FEDERAL EXCISE TAX—DC GOVERNMENT	SEP 1999
552.232-1	PAYMENTS	NOV 2009
552.232-23	ASSIGNMENT OF CLAIMS	SEP 1999
552.232-25	PROMPT PAYMENT	NOV 2009
552.236-82	SUBCONTRACTS	APR 1984

I.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from "See website"

(dates to conform to the Contract Ordering Period in Section F at F.3 and established with the contract notice to proceed as stated in Section B).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. IN THE EVENT OF CONFLICT BETWEEN A DELIVERY ORDER OR TASK ORDER AND THIS CONTRACT, THE CONTRACT SHALL CONTROL.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized by the Schedule.

I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(1) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish supplies or services under the contract.

(2) Maximum order. The contractor is not obligated to honor: GWAC Ceiling Value Remaining. Contractors shouldn't quote or propose for task orders they don't intend to perform.

(3) If this is a requirements contract (i.e., include the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum order limitations in paragraph (2) of this section.

(4) Notwithstanding paragraphs 2 and 3 of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph 2, unless that order (or orders) is returned to the ordering office within three (3) work days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(1) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the contract. The quantities of supplies or services specified in the contract are estimates only and are not purchased by this contract.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Limitation clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the contract up to and including the quantity designated in the contract as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the contract as the “minimum.”

(3) Except for any limitations on the quantities, in the Order Limitations clause or in the contract, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after the terms set out in Section F at F.3.

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

(a) The Government may extend the term of the contract by written notice to the contractor within 30 days of the expiration of the contract provided, that the Government shall give the contractor a preliminary notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of options under this clause, shall not exceed ten year Contract Ordering Period, as discussed in Section F, paragraph F.3 TERM OF CONTRACT AND ORDERS.

I.7 552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

I.8 RESERVED

I.9 GSAM 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEPT 1999)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation or variation is indicated by the addition of "(DEVIATION)" or "(VARIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5). The use in this solicitation of any Federal Acquisition Regulation (FAR) clause with an authorized deviation or variation that is published in the General Services Administration Acquisition Regulation is indicated by the addition of "(DEVIATION (FAR clause no.))" or "(VARIATION (FAR clause no.))" after the date of the clause.

(b) The use in this solicitation of any General Services Administration Acquisition Regulation clause with an authorized deviation or variation is indicated by the addition of "(DEVIATION)" or "(VARIATION)" after the date of the clause.

(c) Changes in wording of clauses that are prescribed for use on a "substantially the same as" basis are not considered deviations. Therefore, when such clauses are not worded exactly the same as the FAR or GSAM clause, they are identified by the word "(VARIATION)".

I.10 GOVERNMENT FACILITY ACCESS & AVAILABILITY

FAR provision 52.237-1 Site Visit (Apr 1984) APPLIES TO EACH AND EVERY RFQ/RFP AND ORDER ISSUED REGARDLESS IF IT IS CITED THERE OR NOT (it is a provision, and it usually applies only at the solicitation level, but it also applies to RFQ's/RFP and Orders under this Contract too.) Contractors uncertain of conditions for performance are instructed to inquire regarding, but no limited to, the means of premises ingress/egress, security requirements, delivery/demurrage, storage, use of approaches, use of corridors, use of stairways, use of elevators, Government furnished space/property/equipment, availability of/access to Government facilities on federal holidays, and similar matters prior to submission of a quotation or request for proposal for task order opportunities.

During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility.

I.11. 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are or are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have or have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are or are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have or, have not or, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

I.12 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) *Definitions.* As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and

Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see [52.204-7](#)).

(End of provision)

I.13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (AUG 2012)

(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 items:

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
[_____] Alternate I (Aug 2007) of [52.222-50 \(22 U.S.C. 7104\(g\)\)](#).
- (2) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(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 items: [Contracting Officer check as appropriate.]

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- (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 (Aug 2012) (Pub. L. 109-282).([31 U.S.C. 6101 note](#)).

- (5) [52.204-11](#), American Recovery and Reinvestment Act – Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) ([31 U.S.C. 6101](#) note).
- (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).
- (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112–74, section 740 of Division C of Pub. L. 111–117, section 743 of Division D of Pub. L. 111–8, and section 745 of Division D of Pub. L. 110–161).
- (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (11) [Reserved]
- (12) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Nov 2011) of [52.219-6](#).
- (iii) Alternate II (Nov 2011) of [52.219-6](#).
- (13) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Oct 1995) of [52.219-7](#).
- (iii) Alternate II (Mar 2004) of [52.219-7](#).
- (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (15) (i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Oct 2001) of [52.219-9](#).
- (iii) Alternate II (Oct 2001) of [52.219-9](#).
- (iv) Alternate III (Jul 2010) of [52.219-9](#).

- X (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- X (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (18) [52.219-16](#), Liquidated Damages – Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (19) (i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of [52.219-23](#).
- (20) [52.219-25](#), Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (21) [52.219-26](#), Small Disadvantaged Business Participation Program – Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- X (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- X (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- X (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- X 25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- X (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- X (27) [52.222-19](#), Child Labor – Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- X (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- X (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- X (30) [52.222-35](#), Equal Opportunity for Veterans (Sept 2010) ([38 U.S.C. 4212](#)).

- X (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- X (32) [52.222-37](#), Employment Reports on Veterans (Sept 2010) ([38 U.S.C. 4212](#)).
- X (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (34) [52.222-54](#), Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (35) (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.)
- X (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- X (37) (i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- X (ii) Alternate I (Dec 2007) of [52.223-16](#).
- X (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- (39) [52.225-1](#), Buy American Act – Supplies (Jun 2003) ([41 U.S.C. 10a-10d](#)).
- X (40)(i) [52.225-3](#), Buy American Act–Free Trade Agreements–Israeli Trade Act (May 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41 and 112-42).
- (ii) Alternate I (Mar 2012) of [52.225-3](#).
- (iii) Alternate II (Mar 2012) of [52.225-3](#).
- (iv) Alternate III (Mar 2012) of [52.225-3](#).

- (41) [52.225-5](#), Trade Agreements (May 2012) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (47) [52.232-33](#), Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- (48) [52.232-34](#), Payment by Electronic Funds Transfer – Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).
- (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- (51) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- (ii) Alternate I (Apr 2003) of [52.247-64](#).

(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 items: [Contracting Officer check as appropriate.]

- (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), et seq.).
- (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), et seq.).
- (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), et seq.).

- (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act – Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), et seq.).
- (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (Nov 2007) ([41 U.S.C. 351](#), et seq.).
- (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (Feb 2009) ([41 U.S.C. 351](#), et seq.).
- (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sep 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(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, 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 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 items. 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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- (ii) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [Reserved]
- (iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).
- (vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- (vii) [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](#).
- (viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), et seq.).
- (ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
[_____] Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), et seq.).
- (xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), et seq.).
- (xii) [52.222-54](#), Employment Eligibility Verification (Jul 2012).
- (xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

Alternate II (Jul 2012). 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 8G 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

(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 items, 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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

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

(C) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(D) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(E) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(F) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(G) [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](#).

(H) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(I) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

(J) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(K) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(L) [52.222-54](#), Employment Eligibility Verification (Jul 2012).

(M) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(N) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(End of clause)

[Class Deviation- 2009-O0005, Commercial Item Omnibus Clauses for Acquisitions Using the Standard Procurement System. This clause deviation is effective on May 1, 2009, and remains in effect until April 30, 2014, or until otherwise rescinded.]

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2012) (DEVIATION)

(a) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, 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 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.

(b) (1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. 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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(iii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities

(iv) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

Alternate I (Feb 2000) (Deviation). As prescribed in 12.301(b)(4), delete paragraph (a) from the basic clause, redesignate paragraph (b)(1) as paragraph (a), and redesignate paragraphs (b)(1)(i) through (b)(1)(xiv) as paragraphs (a)(1) through (a)(14) and redesignate paragraph (b)(2) as paragraph (b).

Alternate II (Dec 2010) (Deviation). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (a)(1) and (b)(1) for paragraphs (a)(1) and (b)(1) of the basic clause as follows:

(a)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G 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

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

(b)(1) Notwithstanding the requirement of any other clause in this contract, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

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

(ii) *Those clauses listed in this paragraph (b)(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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(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) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(F) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(G) 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.

(H) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(J) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(L) 52.222-54, Employment Eligibility Verification (Jan 2009).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

I.14 52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a) (3).

(End of clause)

I.15 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the _____ [*Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"*] day after receipt of the request for performance-based payment by the designated payment office. However,

the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's—

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title. (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see [45.101](#)), the basis of payment (the events or performance criteria)

to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall—

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause—

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

I.16 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

(End of clause)

I.17 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

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

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

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

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

(End of clause)