DATE: April 11, 2022
TO: NCI Bid Board
FROM: Lena Lee, Contract Specialist
NCI/OA/SAB

RE: Bid Board Posting for a Requirement Titled: Publication of Peer-reviewed Monograph to the Journal of the National Cancer Institute (JNCI) – “Engaging Older Adults in Cancer Clinical Trials Conducted in the NCI Clinical Trials Network: Challenges and Opportunities.”

The National Cancer Institute (NCI), Division of Cancer Prevention (DCP) in collaboration with the NCI Division of Cancer Treatment and Diagnosis (DCTD) held a Cancer Moonshot supported virtual meeting in April, 2021 to discuss recommendations to enhance accrual of older adults to NCI sponsored clinical trials with a focus on trial design, use of geriatric assessment in clinical research, infrastructure needed to enhance accrual, and engagement of key stakeholders.

The NCI, Division of Cancer Prevention (DCP) requires a peer reviewed JNCI monograph titled, “Engaging Older Adults in Cancer Clinical Trials Conducted in the NCI Clinical Trials Network: Challenges and Opportunities” to disseminate the proceedings of the meeting, including rationale for the meeting, a review of the background and previous research, and recommendations for next steps.

The Office of Acquisitions (OA) plans to procure these services on a sole source basis from Oxford University Press (198 Madison Avenue, Floor 8 New York, New York 10016). Oxford University Press is the sole publisher and distributor of the Journal of the National Cancer Institute (JNCI).

Services will be procured on a sole-source basis under the authority of FAR 13.106-1(b)(1).

DESCRIPTION:

This acquisition shall include services to publish a peer-reviewed monograph to the Journal of the National Cancer Institute (JNCI), entitled “Engaging Older Adults in Cancer Clinical Trials Conducted in the NCI Clinical Trials Network: Challenges and Opportunities.”

The JNCI monograph shall include a Preface and seven (7) relevant manuscripts, which will be provided by NCI upon award. NCI shall also provide upon award contact information for at least two peer-reviewers per manuscript. The Contractor shall coordinate the post-award peer-review process for the manuscripts (e.g. facilitate communication with peer-reviewers, provide peer-reviewers with relevant manuscript documents, and obtain peer-reviewers comments and approval). NCI shall provide the final peer-reviewer approved version of the manuscripts to the Contractor. The Contractor shall not provide content writing services for the monograph. The Contractor shall provide final document formatting (page proofs) to NCI for approval prior to publishing the supplement. The Contractor shall make the monograph accessible to JNCI subscribers.

This is a Request for Quotation (RFQ) for commercial services, prepared in accordance with format in FAR 12.6 as supplemented with additional information included in this notice, and shall be processed in accordance with FAR Part 13 – Simplified Acquisition Procedures. This announcement constitutes the only solicitation, and a separate solicitation will not be issued. The solicitation, 75N91022Q00037, is issued as a Request for
Quote (RFQ) and includes all applicable provisions and clauses in effect through FAR Federal Acquisition Circular (FAC) 2022-04 (01-30-2022) Simplified Acquisition Procedures for commercial items. The North American Industry Classification System code is 323111 and the business size standard is 500 employees.

Only one award will be made as a result of this RFQ. This will be awarded as a Firm-Fixed Price purchase order for non-severable services.

It has been determined there are no opportunities to acquire green products or services for this procurement.

If any interested party, especially a small business, believes they can meet the attached requirements, they may submit a proposal or quote. The response must be in writing and must contain information and material in sufficient detail to allow NCI to determine whether the party can fully meet this requirement. Offers must be submitted electronically (via email) to Contract Specialist, Lena Lee, at lena.lee@nih.gov in Microsoft Word or Adobe Portable Document Format (PDF), no later than 12:00 PM EST on April 21, 2022. All responses must be received by the specified due date and time in order to be considered. OFFERORS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED. No collect calls will be accepted. Reference Solicitation # 75N91022Q00037 on all correspondence.

ATTACHED DOCUMENTS:

SF-18

Statement of Work

The following FAR Clauses/Provisions are hereby added in full text.
FAR 52.212-4 - Contract Terms and Conditions -- Commercial Items (NOV 2021)

FAR 52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial. (JANUARY 2022)
REQUEST FOR QUOTATION

1. REQUEST NO. 75N91022Q00037
2. DATE ISSUED 4/11/2022
3. REQUISITION/PURCHASE REQUEST NO. 6245401
4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1

5a. ISSUED BY NIH/NCI-OA 9609 Medical Center Drive, Rockville, MD 20892
5b. FOR INFORMATION CALL (NO COLLECT CALLS) 4/21/2022 12:00 PM EST

6. DELIVER BY (Date) 4/30/2023
7. DELIVERY FOB DESTINATION

NAME Lena Lee, Contract Specialist
TELEPHONE NUMBER 240 276-7454

8. TO:

a. NAME
b. COMPANY

9. DESTINATION

NAME OF CONSIGNEE

a. NAME
b. COMPANY

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 4/21/2022

11. SCHEDULE (Include applicable Federal, State and local taxes)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Services to peer-review and publish monograph to the Journal of the National Cancer Institute (JNCI) entitled &quot;Engaging Older Adults in Cancer Clinical Trials Conducted in the NCI Clinical Trials Network: Challenges and Opportunities.&quot; Please see attached SOW for additional details.</td>
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</table>

Period of performance shall be May 1, 2022 - April 30, 2023

Responses must be submitted electronically (via email) to Contract Specialist, Lena Lee (lena.lee@nih.gov) in Microsoft Word or Adobe Portable Document Format (PDF).

Please reference 75N91022Q00037 on all correspondence.

This will be awarded as a non-severable Firm-Fixed Priced Purchase Order.

12. DISCOUNT FOR PROMPT PAYMENT

<table>
<thead>
<tr>
<th>CALENDAR DAYS</th>
<th>PERCENTAGE</th>
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</thead>
<tbody>
<tr>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>20</td>
<td>2</td>
</tr>
<tr>
<td>30</td>
<td>3</td>
</tr>
</tbody>
</table>

NOTE: Additional provisions and representations are not attached.

13. NAME AND ADDRESS OF QUOTER

a. NAME Lena Lee, Contract Specialist
b. STREET ADDRESS NIH/NCI-OA 9609 Medical Center Drive, Rockville, MD 20892
c. CITY Bethesda
d. STATE MD
e. ZIP CODE 20892

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

a. NAME (Type or print)
b. TELEPHONE

17. STUDEFY

a. NAME
b. STREET ADDRESS

c. COUNTY

d. CITY

e. STATE f. ZIP CODE

c. TITLE (Type or print)

NSN 7540-01-152-8084

PREVIOUS EDITION NOT USABLE

STANDARD FORM 18 (REV. 6/95)

53.215-1(a)

53.215-1
STATEMENT OF WORK (SOW)

1.0   TITLE

Publication of Peer-reviewed Monograph to the Journal of the National Cancer Institute (JNCI) – “Engaging Older Adults in Cancer Clinical Trials Conducted in the NCI Clinical Trials Network: Challenges and Opportunities.”

2.0   BACKGROUND

Age is the greatest risk factor for developing cancer, though participation in clinical trials does not reflect this. Care providers are often challenged when determining whether an older patient is “fit” to receive standard therapy as part of routine care or to enroll onto a trial. Age biases exist which in routine care can lead to under-treatment of older patients and in clinical research, reduce opportunities for participation. There is a critical need to develop an approach to objectively determine fitness of older adults to participate in clinical trials beyond standard eligibility criteria. Further, there is a need to develop interventions to address barriers to enrolling older adults to clinical trials. The increase in older adult participation in clinical trials will improve their access to state-of-the-art supportive care and care delivery interventions and improve the safety of receiving FDA approved treatment regimens.

The NCI Division of Cancer Prevention in collaboration with the NCI Division of Cancer Treatment and Diagnosis held a Cancer Moonshot supported virtual meeting in April, 2021 to discuss recommendations to enhance accrual of older adults to NCI sponsored clinical trials with a focus on trial design, use of geriatric assessment in clinical research, infrastructure needed to enhance accrual, and engagement of key stakeholders. Participants included oncologists, geriatricians, statisticians, clinical trialists, clinicians, and patient advocates. The goals of the meeting were to: 1) Identify modifiable barriers to participation of older patients in clinical trials, with emphasis on clinician bias, and develop actionable interventions to address them; 2) Build consensus around the best approach and measures to define “fitness/frailty,” including how this might be different in clinical research and routine care; 3) Develop a broader research plan to guide the implementation of geriatric assessment in future NCI-supported clinical trials to address gaps in research.

The NCI/DCP requires a peer reviewed JNCI monograph titled, “Engaging Older Adults in Cancer Clinical Trials Conducted in the NCI Clinical Trials Network: Challenges and Opportunities” to disseminate the proceedings of the meeting, including rationale for the meeting, a review of the background and previous research, and recommendations for next steps.

In preparation for this monograph, NCI staff, NCORP Research Base members, and extramural researchers including patient advocates will draft a preface and seven relevant manuscripts, all of which will receive NCI clearance approval for publication.
STATEMENT OF WORK (SOW)

3.0 SCOPE

This acquisition shall include services to publish a peer-reviewed monograph to the Journal of the National Cancer Institute (JNCI), titled, “Engaging Older Adults in Cancer Clinical Trials Conducted in the NCI Clinical Trials Network: Challenges and Opportunities”.

The JNCI monograph shall include a preface and seven manuscripts, which will be provided by NCI post award. NCI shall also provide post award contact information for at least two peer-reviewers per manuscript. The Contractor shall coordinate the post-award peer-review process for the manuscripts (e.g. facilitate communication with peer-reviewers, provide peer-reviewers with relevant manuscript documents, and obtain peer-reviewers comments and approval). The NCI shall provide the final peer-reviewed, approved version of the manuscripts to the Contractor. **The Contractor shall not provide content writing services for the supplement.**

The Contractor shall provide final document formatting (page proofs) to NCI for approval prior to publishing the monograph. The Contractor shall make the monograph accessible to JNCI subscribers as a hardcopy journal and to all requestors electronically on the JNCI website via the free-to-view option.

4.0 CONTRACT REQUIREMENTS

Independently, and not as an agent of the Government, the Contractor shall furnish all necessary labor, materials, supplies, equipment, and services not otherwise provided by the Government to perform the following tasks:

4.1 Coordinate peer review of NCI-approved manuscripts

4.1.1 Distribute the individual manuscripts to designated peer reviewers. The NCI shall provide the Contractor with manuscripts and peer reviewer information within 7 days after award. The Contractor shall distribute each manuscript to peer reviewers within 7 days of receipt of each manuscript.

4.1.2 Collate peer reviewer comments for each manuscript and send them to the NCI Technical Point of Contact (TPOC) for assessment and response.

4.1.3 Distribute author updated manuscripts back to the designated peer reviewers for subsequent review, as necessary. To resolve all peer reviewer comments, tasks 4.1.2 – 4.1.3 may need to be repeated. The Contractor shall perform subsequent edits until the manuscripts are approved by the TPOC. Subsequent comments on the manuscripts must be addressed within 2-weeks of receipt from TPOC. The Contractor shall be responsive to all input from the TPOC.

4.1.4 Obtain final peer reviewed approval for each manuscript and forward to the NCI TPOC.
STATEMENT OF WORK (SOW)

4.2 Format manuscript content for publication
   4.2.1 Review each manuscript to ensure that the format is consistent and compliant with JNCI standard formatting, that tables and references are complete and correctly formatted; that language, syntax, and grammar are clear and correct; and that the tables and figures are explained.
   4.2.2 Create draft page proofs for each manuscript and send to the NCI TPOC.
   4.2.3 Make changes to the page proofs per the NCI TPOC comments. To resolve all issues, tasks 4.2.1 – 4.2.3 may need to be repeated. The Contractor shall perform subsequent edits until the page proofs for each manuscript are approved by the TPOC. Subsequent comments on the page proofs for each manuscript must be addressed within 2-weeks of receipt from TPOC. The Contractor shall be responsive to all input from the TPOC.
   3.2.4 Create final page proofs for each manuscript and send to the NCI TPOC.

4.3 Once approval has been received from the TPOC, the Contract shall publish the monograph. Distribute one printed monograph to each JNCI subscriber at their mailing address, per routine JNCI distribution procedures, and make the on-line version of the monograph available to all (subscribers and non-subscribers) at https://academic.oup.com/jnci/.

4.4 Participate in monthly calls with the NCI TPOC to provide updates on the progress of the above activities.

5.0 TYPE OF ORDER

This shall be a firm fixed price purchase order.

5.1 NON-SEVERABLE SERVICES

The services specified in each contract line item (CLIN) have been determined to be non-severable services - a specific undertaking or entire job with a defined end-product of value to the Government.

6.0 PERIOD OF PERFORMANCE

The period of performance shall be for 12 months from: May 1, 2022 – April 30, 2023

7.0 PLACE OF PERFORMANCE

All services shall be provided at the Contractor’s facility.
STATEMENT OF WORK (SOW)

9.0 REPORT(S)/DELIVERABLES AND DELIVERY SCHEDULE

Pursuant to FAR clause 52.212-4, all work described in the SOW to be delivered under this purchase order is subject to final inspection and acceptance by an authorized representative of the Government. The authorized representative of the Government is the NCI Technical Point of Contact (TPOC), who is responsible for inspection and acceptance of all services, materials, or supplies to be provided by the Contractor.

Technical Point of Contact: TBD [to be provided upon award]

All written draft and final deliverable products shall be submitted in electronic copy for review and comment. All deliverables shall be sent electronically in Microsoft Word or Excel format, unless approved by the NCI Technical POC, per the following deliverable schedule:

<table>
<thead>
<tr>
<th>DELIVERABLE</th>
<th>DELIVERABLE DESCRIPTION</th>
<th>Estimated completion date</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1 (Task 4.1.2)</td>
<td>Initial peer reviewer comments for each manuscript</td>
<td>4 weeks after receipt of manuscripts.</td>
</tr>
<tr>
<td>#2 (Task 4.1.4)</td>
<td>Final peer reviewer approvals for each manuscript</td>
<td>6-weeks after receipt of manuscripts</td>
</tr>
<tr>
<td>#3 (Task 4.2.2)</td>
<td>Draft page proofs for each manuscript</td>
<td>2-weeks after TPOC approval of final peer-reviewed manuscripts</td>
</tr>
<tr>
<td>#4 (Task 4.2.4)</td>
<td>Final page proofs for each manuscript</td>
<td>2-weeks after TPOC approval of draft page proofs for each manuscript</td>
</tr>
<tr>
<td>#5 (Task 4.3)</td>
<td>Hardcopy monograph (available one per JNCI subscriber mailed to the subscribers addresses) Electronic supplement available to all (subscribers and non-subscribers) via the JNCI website</td>
<td>12 weeks after TPOC approval of final page proofs for each manuscript</td>
</tr>
<tr>
<td>#6 (Task 4.4)</td>
<td>Monthly progress-report calls with the NCI TPOC.</td>
<td>Monthly after award</td>
</tr>
</tbody>
</table>
STATEMENT OF WORK (SOW)

Regardless of format, all digital content or communications materials produced as a deliverable under this contract, shall conform to applicable Section 508 Standards to allow Federal employees and members of the public with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by Federal employees or by members of the public who are not individuals with disabilities. Remediation of any materials that do not comply with the applicable Section 508 requirements as set forth below, shall be the responsibility of the Contractor.

HHS guidance regarding accessibility of documents can be found at: http://www.hhs.gov/web/section-508/making-files-accessible/index.html;

Federal Government–wide guidance regarding accessibility of documents can be found at: https://www.section508.gov/best-practices, including the documents describing the preferred method of authoring and testing documents produced in Microsoft Word 2013 or later, Microsoft Excel, and files formatted as PDF.

10.0 INVOICE SUBMISSION / PAYMENT

Payment shall be made monthly in arrears. Payment dependents upon successful completion and acceptance of all deliverables from the TPOC. Payment authorization requires submission and approval of invoices to the Technical Point of Contact and NIH OFM, in accordance with the attached payment provisions listed below:

The following clause is applicable to all Purchase Orders, Task or Delivery Orders, and Blanket Purchase Agreement (BPA) Calls: Prompt Payment (Jan 2017) FAR 52.232-25. Highlights of this clause and NIH implementation requirements follow:

I. Invoice Requirements
   A. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. A proper invoice is an "Original" which must include the items listed in subdivisions 1 through 12, below, in addition to the requirements of FAR 32.9. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats or oils) with a statement of the reasons why it is not a proper invoice. (See exceptions under II., below.) Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor.

   1. Vendor/Contractor: Name, Address, Point of Contact for the invoice (Name, title, telephone number, e-mail and mailing address of point of contact).
   2. Remit-to address (Name and complete mailing address to send payment).
   3. Remittance name must match exactly with name on original order/contract. If the Remittance name differs from the Legal Business Name, then both names must appear on the invoice.
4. Invoice date.
5. Unique invoice #s for all invoices per vendor regardless of site.
6. NBS document number formats must be included for awards created in the NBS: Contract Number; Purchase Order Number; Task or Delivery Order Number and Source Award Number (e.g., Indefinite Delivery Contract number; General Services Administration number); or, BPA Call Number and BPA Parent Award Number.
7. Data Universal Numbering System (DUNS) or DUNS + 4 as registered in the System for Award Management (SAM.gov).
8. Federal Taxpayer Identification Number (TIN). In those exceptional cases where a contractor does not have a DUNS number or TIN, a Vendor Identification Number (VIN) must be referenced on the invoice. The VIN is the number that appears after the contractor’s name on the face page of the award document.
9. Identify that payment is to be made using a three-way match.
10. Description of supplies/services **that match** the description on the award, by line billed.*
11. Freight or delivery charge must be billed as shown on the award. If it is included in the item price do not bill it separately. If identified in the award as a separate line item, it must be billed separately.
12. Quantity, Unit of Measure, Unit Price, Extended Price of supplies delivered or services performed, as applicable, and that **match** the line items specified in the award.*

NOTE: If your invoice must differ from the line items on the award, please contact the Contracting Officer before submitting the invoice. A modification to the order or contract may be needed before the invoice can be submitted and paid.

B. Shipping costs will be reimbursed only if authorized by the Contract/Purchase Order. If authorized, shipping costs must be itemized. Where shipping costs exceed $100, the invoice must be supported by a bill of lading or a paid carrier's receipt.

C. The Contractor shall submit invoice to the National Institutes of Health (NIH)/Office of Financial Management (OFM) via email at invoicing@nih.gov with a copy to the approving official, as directed below. The Contractor must follow step-by-step instructions as stated in the NIH/OFM Electronic Invoicing Instructions for NIH Contractors/Vendors, which is included as an attachment on the website at https://oamp.od.nih.gov/DGS/DGS-workform-information/attachment-files. The invoice shall be transmitted as an attachment via email to the address listed above in one of the following formats: Word, or Adobe Portable Document Format (PDF). The Contractor must submit only one invoice per email. Do not submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with your invoice unless specified elsewhere in the contract or requested by the Technical Point of Contact.

The Contractor shall submit a copy of the electronic invoice to the following Approving Official (Technical Point of Contact):
STATEMENT OF WORK (SOW)

Approving Official: Technical Point of Contact
Name: TBD Email Address: TBD

For inquiries regarding the status of invoices, contact OFM Customer Service via email at ofm_customer_service@incontactemail.com or via phone at 301-496-6088. To send your inquiries via other available communication methods refer to the OFM Customer Service website at https://ofm.od.nih.gov/Pages/Customer-Service.aspx.

Note: The OFM Customer Service is open Eastern Standard Time Monday – Friday from 8:30 a.m. to 5:00 p.m. and is closed between 12:00 p.m. to 1:00 p.m.

II. Invoice Payment
A. Except as indicated in paragraph B., below, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

1. The 30th day after the designated billing office has received a proper invoice.
2. The 30th day after Government acceptance of supplies delivered or services performed.

B. The due date for making invoice payments for meat and meat food products, perishable agricultural commodities, dairy products, and edible fats or oils, shall be in accordance with the Prompt Payment Act, as amended.

III. Interest Penalties
A. An interest penalty shall be paid automatically, if payment is not made by the due date and the conditions listed below are met, if applicable.

1. A proper invoice was received by the designated billing office.
2. A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with a term or condition.
3. In the case of a final invoice for any balance of funds due the contractor for supplies delivered or services performed, the amount was not subject to further settlement actions between the Government and the Contractor.

B. Determination of interest and penalties due will be made in accordance with the provisions of the Prompt Payment Act, as amended, the Contract Disputes Act, and regulations issued by the Office of Management and Budget.
IV. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS, FAR 52.232-40 (December 2013)

a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

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

c) Include the substance of this clause, include this paragraph c, in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.
52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (Nov 2021)

(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 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 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--

(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 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.


(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.
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.
(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 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 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:

(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

(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 direct charge(s) for that order or, 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 total price to the Government for 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 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

(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 "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.*

(I) **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 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.*
(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. FAR 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. FAR 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. FAR 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. FAR 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).


(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:


5. [Reserved].


(10) [Reserved].


(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) [Reserved]


(ii) Alternate I (MAR 2020) of 52.219-6


(ii) Alternate I (MAR 2020) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

(17) (i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (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.

(18) (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

(19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).


___ (ii) Alternate I (MAR 2020) of **52.219-28**.

___ (23) **52.219-29**, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (**15 U.S.C. 637(m)**).

___ (24) **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 (SEP 2021) (**15 U.S.C. 637(m)**).


_X_ (27) **52.222-3**, Convict Labor (JUN 2003) (E.O.11755).

___ (28) **52.222-19**, Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126).


___ (ii) Alternate I (FEB 1999) of **52.222-26**.


___ (ii) Alternate I (JUL 2014) of **52.222-35**.

_X_ (32) (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**.

_X_ (33) **52.222-37**, Employment Reports on Veterans (JUN 2020) (**38 U.S.C. 4212**).

___ (34) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).


(36) 52.222-54, Employment Eligibility Verification (NOV 2021). (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.)

(37) (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.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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


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

(ii) Alternate I (JUN 2014) of 52.223-14.


(43) (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.

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).


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


(49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021)

__ (ii) Alternate I (JAN 2021) of 52.225-3.

__ (iii) Alternate II (JAN 2021) of 52.225-3.

__ (iv) Alternate III (JAN 2021) of 52.225-3.


_X_ (51) 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) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

__ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).


__ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) (31 U.S.C.3332).


__ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV

(ii) Alternate I (APR 2003) of 52.247-64.

(iii) Alternate II (NOV 2021) 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 products and commercial services:


(7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).


(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 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-

(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) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (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.
(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
(vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).
(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212)

(xi) 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.


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


(xvi) 52.222-54, Employment Eligibility Verification (NOV 2021) (E.O. 12989)

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


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


(xxi) 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.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)