

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](mailto:lana.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 (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 1 PAGES 1	
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	RATING	
5a. ISSUED BY NIH/NCI-OA 9609 Medical Center Drive, Rockville, MD 20892			6. DELIVER BY (Date) 4/30/2023		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)		
NAME Lena Lee, Contract Specialist		TELEPHONE NUMBER AREA CODE NUMBER 240 276-7454		9. DESTINATION a. NAME OF CONSIGNEE	
8. TO:			b. STREET ADDRESS		
a. NAME		b. COMPANY	c. CITY Bethesda		
c. STREET ADDRESS			d.. STATE MD		
d.. CITY		e.. STATE	f.. ZIP CODE	e. ZIP CODE 20892	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 4/21/2022 12:00 PM EST		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			
11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	<p>Services to peer-review and publish 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." Please see attached SOW for additional details.</p> <p>Period of performance shall be May 1, 2022 - April 30, 2023</p> <p>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).</p> <p>Please reference 75N91022Q00037 on all correspondence.</p> <p>This will be awarded as a non-severable Firm-Fixed Priced Purchase Order.</p>				
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d.. CALENDAR DAYS NUMBER PERCENTAGE
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.					
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		
b. STREET ADDRESS			a. NAME (Type or print)		b. TELEPHONE AREA CODE
c. COUNTY			c. TITLE (Type or print)		NUMBER
d. CITY		e. STATE	f. ZIP CODE		

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 exists 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:

<i>DELIVERABLE</i>	<i>DELIVERABLE DESCRIPTION</i>	<i>Estimated completion date</i>
#1 (Task 4.1.2)	Initial peer reviewer comments for each manuscript	4 weeks after receipt of manuscripts.
#2 (Task 4.1.4)	Final peer reviewer approvals for each manuscript	6-weeks after receipt of manuscripts
#3 (Task 4.2.2)	Draft page proofs for each manuscript	2-weeks after TPOC approval of final peer-reviewed manuscripts
#4 (Task 4.2.4)	Final page proofs for each manuscript	2-weeks after TPOC approval of draft page proofs for each manuscript
#5 (Task 4.3)	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	12 weeks after TPOC approval of final page proofs for each manuscript
#6 (Task 4.4)	Monthly progress-report calls with the NCI TPOC.	Monthly after award

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 depends 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.

STATEMENT OF WORK (SOW)

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.

STATEMENT OF WORK (SOW)

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, payments 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*.

(r) *Compliance with laws unique to Government contracts.* The *Contractor* agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, *Contract Work Hours and Safety Standards*; 41 U.S.C. chapter 87, *Kickbacks*; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, *Fly American*; and 41 U.S.C. chapter 21 relating to *procurement* integrity.

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

(1) The schedule of *supplies/services*.

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

(3) The clause at 52.212-5.

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

(5) *Solicitation* provisions if this is a *solicitation*.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

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

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

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

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

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

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

(End of clause)

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

(a) *Inspection/Acceptance*. (1) The Government has the right to inspect and test all *materials* furnished and services performed under this *contract*, to the extent practicable at all places and times, including the period of performance, and in any event before *acceptance*. The Government *may* also inspect the plant or plants of the *Contractor* or any *subcontractor* engaged in *contract* performance. The Government will perform inspections and tests in a manner that will not unduly 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 work to be required in performing this *contract* will be substantially greater or less than the stated ceiling price, the *Contracting Officer* will so advise the *Contractor*, giving the then revised estimate of the total amount of effort to be required under the *contract*.

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

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

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)

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

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(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:

- ___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- ___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#))).
- ___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ___ (5) [Reserved].
- ___ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

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

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ([31 U.S.C. 6101 note](#)).

___ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

___ (10) [Reserved].

___ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ([15 U.S.C.657a](#)).

___ (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]

___ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C.644](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-6](#)

___ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-7](#).

___ (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\(d\)\(4\)\(F\)\(i\)](#)).

___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ([15 U.S.C. 657f](#)).

X (22)(i) [52.219-28](#), Post Award Small Business Program Representation (SEP 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).

___ (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\(m\)](#)).

___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

___ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).

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).

X (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

X (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

___ (ii) Alternate I (FEB 1999) of [52.222-26](#).

X (31)(i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

___ (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).

X (35)(i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (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).

___ (ii) Alternate I (OCT 2015) of [52.223-13](#).

___ (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](#).

___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

___ (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](#).

X (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).

___ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

___ (ii) Alternate I (JAN 2017) of [52.224-3](#).

___ (48) [52.225-1](#), Buy American-Supplies (NOV 2021) ([41 U.S.C. chapter 83](#)).

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

([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, 112-42, and 112-43.

___ (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](#).

___ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

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).

___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

___ (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).

___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

___ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) ([31 U.S.C. 3332](#)).

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

___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C.3332](#)).

___ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

___ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (63) (i) [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](#)).

___ (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:

___ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

X (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

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

___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final

payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), 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).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C.4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C.793](#)).

- (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](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- (xiii) (A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#))
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#))
- (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).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).
(B) Alternate I (JAN 2017) of [52.224-3](#).
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (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)