Attachment for SF30

Solicitation Number : **47QSMD20R0001**

Schedule Refresh Mod Description :

Refresh Number : **0034**

Solicitation Title : **Multiple Award Schedule**

Schedule Title : **Multiple Award Schedule**

Schedule Refresh Mod Creation Date : **2026-11-12**

Created on November 12, 2026

SUMMARY OF SIGNIFICANT CHANGES

Additional/Significant Changes Notes

Added Clauses.....

552.212-4 -- CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION FAR 52.212-4) (NOV 2025) (GSAR DEVIATION JUL 2026)
552.216-90 -- Economic Price Adjustment (GSAR Deviation)(SEP 2026) Alternate I
552.228-5 -- Government as Additional Insured (GSAR Deviation) (Jul 2026)
552.232-23 -- Assignment of Claims Supplement (GSAR Deviation) (Jul 2026)
552.238-113 -- Authorities Supporting Use of Federal Supply Schedule Contracts (GSAR Deviation) (Sep 2026)
552.238-114 -- Use of Federal Supply Schedule Contracts by Eligible Non-Federal Entities (GSAR Deviation) (Sep 2026)
552.238-115 -- Federal Supply Schedule Order-Level Materials Requirements (GSAR Deviation) (Sep 2026)
552.238-116 -- Option to Extend the Term of the FSS Contract (GSAR Deviation) (Sep 2026)
552.238-117 -- Price Adjustment - Failure to Provide Accurate Information (GSAR Deviation) (Sep 2026)
552.238-130 -- FEDERAL SUPPLY SCHEDULE (FSS) DOMESTIC END PRODUCT CERTIFICATE (SEPT 2026)
552.238-190 -- Federal Supply Schedule Contractor Team Arrangements (GSAR Deviation)(SEPT 2026)
552.238-191 -- Federal Supply Schedule Contract Requirements (GSAR Deviation) (Sep 2026)
552.238-192 -- Federal Supply Schedule Order-level Requirements (GSAR Deviation) (Sep 2026)
552.238-193 -- Product Offering and Sales Requirements (GSAR Deviation) (Sep 2026)
552.238-194 -- Sales Criteria (GSAR Deviation) (Sep 2026)
552.238-77 -- Pricing and Catalog Data (GSAR Deviation)(SEPT 2026)
552.238-79 -- CANCELLATION (GSAR Deviation)(SEPT 2026)
552.238-83 -- Examination of Records by GSA (Federal Supply Schedules) (GSAR Deviation) (Sep 2026)
552.239-7001 -- Basic Safeguarding of Data within Large Language Model Artificial Intelligence Systems (GSAR Deviation)(Sept 2026)
552.240-71 -- Supply Chain Risk Monitoring (GSAR Deviation)(July 2026)

Updated Clauses.....

552.212-4 -- CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION FAR 52.212-4) (NOV 2025) (ALT I NOV 2025) (GSAR DEVIATION JUL 2026)
552.223-70 -- HAZARDOUS SUBSTANCES (MAY 1989)
552.223-71 -- NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)
552.223-73 -- PRESERVATION, PACKAGING, PACKING, MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (JUN 2015)
552.238-80 -- Transactional Data and Contract Fee Requirements (GSAR Deviation) (Sep 2026)
552.238-82 -- CONTRACTOR INITIATED MODIFICATIONS (GSAR Deviation) (Sep 2026)

Deleted Clauses.....

552.203-71 -- RESTRICTION ON ADVERTISING (SEP 1999)
552.212-4 -- CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION FAR 52.212-4) (JAN 2023)
552.212-71 -- CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITIONS OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2023)
552.212-72 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2023)
552.228-5 -- GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)
552.232-23 -- ASSIGNMENT OF CLAIMS (SEP 1999)
552.238-100 -- TRANSSHIPMENTS (MAY 2019)

552.238-101 -- FOREIGN TAXES AND DUTIES (MAY 2019)
552.238-102 -- ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAY 2019)
552.238-103 -- ELECTRONIC COMMERCE (MAY 2019)
552.238-104 -- DISSEMINATION OF INFORMATION BY CONTRACTOR (MAY 2019)
552.238-105 -- DELIVERIES BEYOND THE CONTRACTUAL PERIOD - PLACING OF ORDERS (MAR 2024)
552.238-106 -- INTERPRETATION OF CONTRACT REQUIREMENTS (MAY 2019)
552.238-107 -- TRAFFIC RELEASE (SUPPLIES) (MAY 2019)
552.238-109 -- AUTHENTICATION SUPPLIES AND SERVICES (MAY 2019)
552.238-110 -- COMMERCIAL SATELLITE COMMUNICATION (COMSATCOM) SERVICES (MAY 2023)
552.238-111 -- ENVIRONMENTAL PROTECTION AGENCY REGISTRATION REQUIREMENT (JAN 2022)
552.238-113 -- AUTHORITIES SUPPORTING USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS (MAR 2024)
552.238-114 -- USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (MAR 2024)
552.238-116 -- OPTION TO EXTEND THE TERM OF THE FSS CONTRACT (MAR 2022)
552.238-117 -- PRICE ADJUSTMENT - FAILURE TO PROVIDE ACCURATE INFORMATION (OCT 2023)
552.238-119 -- SINGLE-USE PLASTIC (SUP) FREE PACKAGING AVAILABILITY (JUL 2024)
552.238-120 -- Economic Price Adjustment - Federal Supply Schedule Contracts (SEP 2024)
552.238-199 -- SPECIAL ORDERING PROCEDURES APPLICABLE WHEN PROCURING CLOUD COMPUTING ON A CONSUMPTION BASIS (MAR 2022)
552.238-70 -- COVER PAGE FOR WORLDWIDE FEDERAL SUPPLY SCHEDULES (MAY 2019) FOR ALL GEOGRAPHIC AREAS
552.238-73 -- IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES (MAR 2022)
552.238-77 -- SUBMISSION AND DISTRIBUTION OF AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LISTS (MAR 2020)
552.238-78 -- IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (JAN 2022)
552.238-79 -- CANCELLATION (MAY 2019)
552.238-81 -- PRICE REDUCTIONS (DEC 2025)(GSAR DEVIATION)
552.238-83 -- EXAMINATION OF RECORDS BY GSA (MAY 2019)
552.238-84 -- DISCOUNTS FOR PROMPT PAYMENT (MAY 2019)
552.238-85 -- CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2019)
552.238-86 -- DELIVERY SCHEDULE (MAY 2019)
552.238-87 -- DELIVERY PRICES (MAY 2019)
552.238-88 -- GSA ADVANTAGE!® (JUL 2024)
552.238-89 -- DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)
552.238-90 -- CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)
552.238-91 -- MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)
552.238-92 -- VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)
552.238-93 -- ORDER ACKNOWLEDGMENT (MAY 2019)
552.238-94 -- ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)
552.238-95 -- SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (MAY 2019)
552.238-96 -- SEPARATE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2019)
552.238-97 -- PARTS AND SERVICE (MAY 2019)
552.238-98 -- CLAUSES FOR OVERSEAS COVERAGE (MAY 2019)
552.238-99 -- DELIVERY PRICES OVERSEAS (MAY 2019)
552.246-78 -- INSPECTION AT DESTINATION (JUL 2009)
552.540-71 -- Supply Chain Risk Monitoring (GSAR Deviation)(July 2026)
C-FSS-370 -- CONTRACTOR TASKS / SPECIAL REQUIREMENTS (DEC 2022)
I-FSS-106 -- GUARANTEED MINIMUM (DEC 2022)
I-FSS-40 -- CONTRACTOR TEAM ARRANGEMENTS (DEC 2022)
I-FSS-600 -- CONTRACT PRICE LISTS (DEC 2022)
I-FSS-639 -- CONTRACT SALES CRITERIA (SEP 2023)
I-FSS-644 -- PRODUCTS OFFERED AND SOLD BY VENDORS OTHER THAN THE

MANUFACTURER (NOV 2025)
I-FSS-970 -- TRANSACTIONAL FEE AND SALES REPORTING (DEC 2022)
Vendor Fill In Clauses**.....**
Added SINS**.....**
Deleted SINS**.....**

Additional/Significant Changes Notes

NOTE: The mass modification applying the changes associated with Refresh 34 is to be accepted by the subject contractor no later than 90 days after the modification has been issued.

Changes incorporated in this modification apply to all new task and delivery orders issued after the modification's effective date, including orders issued under existing BPAs (i.e., BPA calls). Orders issued before the effective date remain governed by the terms and conditions in effect at the time of award.

A: Changes to Overall MAS Solicitation:

1. Updates to the SCP-FSS-001 Instructions Applicable to All Offerors are being made. Various revisions to incorporate GSAM/R 538 changes described below.

   a. Revisions to incorporate GSAR Overhaul Wave 4 updates, including GSAR 538 and GSAR 539 changes described below.

   b. Revisions to incorporate GSA Class Deviation CD-2026-04 regarding FSS Domestic End Product Certification as described below.

   c. Revisions to implement an OMB Memo on Covered Nitrile Gloves as described below.

2. GSA Acquisition Regulation (GSAR) Overhaul Wave 4 (Final) Updates. Summary of changes. Learn more at GSA.gov.

   a. GSAR Part 538 Federal Supply Schedule Program: Modernizing through "evergreen contracting" and regulatory updates to improve operational agility. Key modernization efforts include:

      i. Removal of the 20 year limitation on contract duration (see 552.238-116).

      ii. Deletion of 41 GSAR provisions/clauses, removal of eight (8) FAS FSS clauses, and addition of five (5) new GSAR clauses (see 552.238-190 to -194). Reflecting consolidation of existing GSAR clauses, and seamless integration of FSS homegrown clauses.

      iii. Remaining GSAR clauses include:
         1. Alternate I of 552.516-90, Economic Price Adjustment (previously 552.238-120 Economic Price AdjustmentFederal Supply Schedule Contracts).
         2. 552.238-77, Pricing and Catalog Data.
         3. 552.238-79, Cancellation.
         4. 552.238-80, Transactional Data and Contract Fee Requirements.
         5. 552.238-82, Contractor Initiated Modifications.
         6. 552.238-83, Examination of Records by GSA (Federal Supply Schedules).
         7. 552.238-112, DefinitionsFederal Supply Schedule Contracts.
         8. 552.238-113, Authorities Supporting Use of Federal Supply Schedule Contracts.
         9. 552.238-114 Use of Federal Supply Schedule Contracts by Eligible Non-Federal Entities.
         10. 552.238-115, Order-Level Materials Requirements.

11. 552.238-116, Option to Extend the Term of the FSS Contract.
12. 552.238-117, Failure to Provide Accurate InformationPrice Adjustment.
13. 552.238-190, Federal Supply Schedule Contractor Team Arrangements.
14. 552.238-191, Federal Supply Schedule Contract Requirements.
15. 552.238-192, Federal Supply Schedule Order-level Requirements.
16. 552.238-193, Product Offering and Sales Requirements.
17. 552.238-194, Sales Criteria.

Note: This wave did not make any revisions to FSS ordering procedures located in GSAR subpart 538.71. These revisions were incorporated through MAS Refresh 30 and are currently being processed via rulemaking.

b. GSAR Part 539 Acquisition of Information and Communication Technology: Creating a new AI-related clause for use in GSA contracts, including Schedules, to protect Government Data and to mitigate other risks presented by LLM systems. Key updates include:
   i. Addition of new GSAR clause (see 552.239-7001).

For general information about the RFO and related resources, visit the RFO page on Acquisition.gov.

3. FSS Domestic End Product Certification (GSA CD-2026-04). Summary of changes. Learn more at GSA.gov.

a. New GSAR Clause 552.238-130 Federal Supply Schedule (FSS) Domestic End Product Certificate. Offerors and contractors on the Federal Supply Schedule contract vehicle are permitted, but not required, to certify that listed products are FSS domestic end products as defined in the clause at GSAR 552.238-130:

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552.238-130 Federal Supply Schedule (FSS) Domestic End Product Certificate. (Sep 2026)

(a) Definitions. As used in this clause:

FSS domestic end product means a product that meets all of the following conditions:

(i) the product is offered for sale on the offerors or contractors (as applicable) General Services Administration Federal Supply Schedule contract;

(ii) the product is manufactured in the United States; and

(iii) if the product does not consist wholly or predominantly of iron or steel or both, the cost of components of the product that are mined, produced, or manufactured in the United States, exceeds 75 percent of all the costs of components for the product, or

(iv) if the product does consist wholly or predominantly of iron or steel, then the cost of foreign iron or steel (which includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the iron or steel) is less than 5 percent of the total cost of all the components of the product.

Cost of components means

(1) For components purchased by the offer or contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the offeror or contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the

manufacture of the end product.

(b) Offerors and contractors are allowed, but not required, to certify that products listed in paragraph (c) are FSS domestic end products.

(c) The offeror (or contractor as applicable) hereby certifies that the below are FSS domestic end products:

Product Name	Manufacturer Part Number	Manufacturer Name
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Offeror/contractor to insert rows as needed]

(d) The certification in paragraph (c) of this clause is a material representation of fact to the Government. If it is later determined that the offeror or contractor knowingly rendered an erroneous certification, the Government may pursue any available remedies, including those under the False Claims Act (31 U.S.C. 3729, et. seq.) or the Administrative False Claims Act (31 U.S.C. 38013812).

(e) A dealer, distributor, or other reseller, acting in good faith, may rely upon information provided by an original equipment manufacturer when making any certifications herein. Additionally, it may rely upon commercially reasonable best efforts to identify and utilize generally available data when making any certifications herein.

(f) An original equipment manufacturer may rely upon commercially reasonable due diligence best efforts when making any certifications herein.

Note: GSA is seeking clearance from OMB for information collections related to GSAR 552.238-130. Until clearance is received, contractors and offers may offer this certification, but GSA will not enforce compliance with clause requirements and or share the information received.

4. Covered Nitrile Gloves Updates.
   a. Consistent with an OMB August 31, 2026 memorandum, GSA intends to move toward removing items from MAS contracts that fall within the scope of DHSs Best-in-Class PPE Safety Stock contract for domestically manufactured nitrile gloves. This supports consolidation of federal demand and a stronger domestic PPE supply chain.
   b. Current offerings include powder-free, medical-grade nitrile gloves in 4 mil and 5 mil blue varieties and a 6 mil black variety. GSA intends to engage directly with affected contractors to validate which items fall within scope and consider contractor feedback before proceeding with removal.

B: Changes to Specific Large Category, Subcategory or SIN:

1. Facilities (B)
   a. Facilities Maintenance and Repair Subcategory (B01)
      i. Facilities Maintenance and Repair Subcategory (B01)
         1. SIN 561210FAC Facilities Support Services: Removing the subgroup and revising SIN Notes to eliminate HVAC maintenance services as a standalone offering.
            SIN Instructions/Note Update:

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Note - GSA will not award MAS contracts to offerors only offering service types, such as janitorial, plumbing, electrical, or HVAC maintenance, which can effectively be performed by contractors who provide Complete Facilities Maintenance. The only standalone services allowable under SIN 561210FAC will be for offerors performing HVAC services (technical response must show experience in Boilers, Chillers, Refrigeration, etc.),

Maintenance of Fire Alarm Systems and Maintenance of Fire Suppression Systems; and/or Elevator/Escalator Inspection Service and Elevator/Escalator Maintenance Service.

b. SIN subgroup removal: HVAC Maintenance: Boilers, Chillers, Refrigeration, etc.

2. Information Technology (F)
   a. IT Services (F05)
      i. SIN 54151HACS Highly Adaptive Cybersecurity Services (HACS): Phasing out the voluntary Incident Response subgroup at the end of Fiscal Year 2027.
      Contractors currently under this subgroup who do not hold the Incident Handling and Event Management (IHEM) subgroup may evaluate their eligibility and request placement in the IHEM subgroup, which incorporates Incident Response capabilities.

Added Clauses

Begin Regulation

552.216-90 Economic Price Adjustment (GSAR Deviation)(SEP 2026) Alternate I (SEPT 2026).

(a) Definition.

Economic price adjustment method, as used in this clause, means the agreed upon basis by which stated contract pricing may be adjusted upward or downward throughout the contract period. The EPA method includes:

(1) The mechanism(s) to be used to adjust pricing (e.g., adjustments based on established pricing);

(2) The contract pricing subject to adjustment;

(3) Instructions for submission of EPA requests during contract performance; and

(4) Any other specific requirements or limitations.

(b) General. This contract provides for economic price adjustment (EPA) to contract pricing based on the established EPA method. EPA provides for the increase and decrease to stated contract pricing upon the occurrence of specified conditions described in the EPA method, such as market index changes or unforeseeable significant changes in market conditions.

(c) Exceptions. This clause does not cover adjustments to contract pricing based on statute, regulation, Executive Order, or other contract terms and conditions that authorize an adjustment to contract pricing.

(d) Economic price adjustment method. The EPA method may be revised through mutual agreement of the parties. In the event of a conflict between the EPA method and this contract, the contract shall control.

(e) Submission requirements. The Contractor shall submit EPA requests to the Federal Supply Schedule Contracting Officer pursuant to the EPA method. EPA requests shall fully conform to the requirements of the EPA method and include sufficient information to support the request.

The Federal Supply Schedule Contracting Officer may request additional information from the

Contractor to support the processing of the request.
(f) Federal Supply Schedule Contracting Officer responsibilities. The Federal Supply Schedule
Contracting Officer will—
(1) Review the EPA request to ensure conformance with the EPA method;
(2) Make a determination using any information (e.g., market research)
deemed necessary to support their determination. The Federal Supply Schedule
Contracting Officer may determine to—
(i) Accept the EPA request either in whole or in part;
(ii) Reject the EPA request either in whole or in part; or
(iii) Take any other action deemed to be in the best interest of the Government (e.g., negotiate a more favorable EPA);
(3) Notify the Contractor of their determination; and
(4) Modify the contract, as applicable, to reflect the determination.
(g) Effective date. Approved EPA requests apply to orders issued on or after the
effective date of the contract modification. Blanket Purchase Agreements (BPAs)
may be modified by the ordering agency in accordance with the terms and
conditions of the BPA.
(h) Update of contract pricing and catalog data. The Contractor must, as
applicable, update its pricing and catalog data in accordance with the terms and
conditions of this contract.

(End of clause)

Begin Regulation

552.238-191 Federal Supply Schedule Contract Requirements (GSAR Deviation) (Sep 2026)

(a) *English language*. Unless otherwise requested by the Federal Supply Schedule (FSS) Contracting Officer or specified within an order or blanket purchase
agreement, the Contractor must submit documentation in the English language. This requirement applies to all documentation provided by the Contractor to fulfill the terms of this contract including, but not limited to, contract and order-level deliverables and pricing and catalog data requirements.
(b) *U.S. Dollar*. U.S. dollar equivalency, if applicable to an order, will be based on
the rates published in the “Treasury Reporting Rates of Exchange” in effect as of the date of the order or based on the requirements established in the order.
(c) *Interpretation*. No interpretation of any provision of this contract, including applicable specifications, will be binding on GSA unless agreed to in writing by the

FSS Contracting Officer.
(d) *Contract administration*. The Contractor must designate a contract administrator to represent the Contractor in all matters related to this contract. The contract administrator is responsible for overall compliance with contract terms and conditions and is the primary point of contact for the FSS Contracting Officer. The FSS Contracting Officer must be notified, in writing, of the individual(s) designated as the contract administrator and promptly notified of any changes.
(e) *Prompt payment discount*. Discounts for prompt payment may be offered at the contract, blanket purchase agreement (BPA), or order level. Prompt payment discounts that are included in this contract are binding on the Contractor for all orders placed and BPAs established under this contract. Prompt payment discounts offered only on an individual order or BPA will be binding on the Contractor only for the particular order or BPA on which the prompt payment discount is offered.
(f) *Price reduction*. The FSS Contracting Officer may request or the Contractor may offer a price reduction to contract pricing at any time during contract performance. These price reductions are separate from prompt payment discounts, order-level discounts or concessions, and downward price adjustments resulting from another contract term and condition, such as the economic price adjustment clause. Price reductions may be for any duration and may be offered on a temporary or permanent basis.
(g) *Order-level discounts and concessions*. Ordering activities may request or the Contractor may offer order-level price discounts or other concessions. Order-level price discounts and other concessions do not require a contract modification and are binding on the Contractor only for the particular order(s) or BPA(s) on which the order-level price discount or other concession is offered.
(h) *Modifications*. GSA may issue mass modifications for purposes of revising the terms and conditions of this contract. Failure to accept a mass modification by the acceptance date designated by the FSS Contracting Officer may result in Contractor pricing and catalog data being temporarily removed or this contract being cancelled.
(i) *Section 508*. Unless an exception at FAR 39.104-4 or exemption at FAR 39.104-5 applies, information and communication technology (ICT), as defined in FAR 2.101, offered by the Contractor under this contract must meet Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), and the Architectural and Transportation Barriers Compliance Board's (U.S. Access Board) ICT accessibility standards at 36 CFR 1194.1. For commercial products and commercial services compliance is determined in accordance with FAR 39.104-3. Specific ICT accessibility requirements and validation will be defined at the order level. Learn more at https://www.section508.gov.
(j) *Order-level performance*.

(1) GSA reserves the right to:

(i) Solicit or collect feedback from ordering activities regarding contractor performance (e.g., customer surveys); and

(ii) Review order-level information and data regarding contractor performance (e.g., Contractor Performance Assessment Reporting System report).

(2) If the Contractor has less than satisfactory order-level performance, the FSS Contracting Officer may require the Contractor to submit information regarding performance issues.

(k) *Rights and remedies*. GSA's rights and remedies provided in this clause are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

Begin Regulation

552.238-190 Federal Supply Schedule Contractor Team Arrangements (GSAR Deviation)(SEP 2026)

(a) Definitions. As used in this clause—

Federal Supply Schedule (FSS) Contractor Team Arrangement (CTA) means an arrangement in which two or more FSS contractors form a partnership to act as a prime contractor in performance of one or more orders or blanket purchase agreements (BPAs). FSS CTAs are not joint ventures, subcontracting arrangements, or required in order for a contractor to acquire products, services, or solutions from another FSS contractor in accordance with 538.7102-1(e).

FSS CTA agreement means a written document, signed by a representative of each FSS contractor who is authorized to bind that contractor, describing the roles and responsibilities of each FSS contractor participating in the FSS CTA.

(b) General. Two or more FSS contractors can combine their offerings and propose an FSS CTA to meet an ordering activity's needs. The ordering activity has privity of contract with each FSS contractor participating in the FSS CTA for the performance of the order or BPA. Learn more about FSS CTAs at http://www.gsa.gov/schedules.

(c) Responsibility. Each FSS contractor participating in the FSS CTA must:

(1) Have an active FSS CTA agreement covering the applicable orders or
BPAs; and
(2) Comply with the terms and conditions of their respective FSS contract,
BPA (if applicable), and order. For example, each FSS CTA participant is
responsible for reporting transactional data and remitting the contract fee for the
products, services, and solutions they provide under the FSS CTA.

(End of clause)

Begin Regulation

552.238-192 Federal Supply Schedule Order-level Requirements (GSAR Deviation) (Sep 2026)

The Contractor must comply with the requirements specified in each order placed and BPA established under this contract. Requirements may include:
(a) Security clearance requirements (e.g., facility and personnel).
(b) Travel requirements. The Contractor may be required to travel in performance of orders under this contract. Allowable travel and per diem charges are reimbursable in accordance with FAR 31.205-46, or can be priced as a fixed price line item unless otherwise stated in the order. Profit will not be applied to travel or per diem charges. Any contract fee does not apply to travel or per diem charges. Travel may be identified in the order as a not-to-exceed travel ceiling or fixed-price line item.
(c) Certification, license, and accreditation requirements.
(d) Insurance requirements.
(e) Personnel requirements (e.g., key personnel).
(f) Organizational conflicts of interest requirements (see FAR subpart 9.5).
(g) Invoicing and payment requirements.
(h) Deliverable and data requirements.
(i) Inspection and acceptance requirements.
(j) Delivery, packaging, and transportation requirements.
(k) Government-furnished property requirements.
(l) Accessibility requirements as noted in Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), and the Architectural and Transportation Barriers Compliance Board's (U.S. Access Board) ICT accessibility standards at 36 CFR 1194.1. Learn more
at https://www.section508.gov.
(m) Overseas differential pay requirements. Overseas differentials may be applied to support Contractor performance in designated locations. The ordering activity may determine if a differential is warranted and establish the appropriate labor rate or additional price, using U.S. Department of State regulations and allowances (e.g., Danger Pay) as a reference. Contractors may be required to provide the employee’s basic pay to the ordering activity for calculating the differential.

(End of clause)

Begin Regulation

552.238-193 Product Offering and Sales Requirements (GSAR Deviation) (Sep 2026)

(a) *Applicability*. This clause applies to offerings and sales of products made by Contractors other than the manufacturer of such products. This clause applies specifically to, but is not limited to, Contractors who are resellers and distributors. This clause does not apply to Contractors who are also the manufacturer of the product(s) being offered and sold under this contract.

(b) *Terms of Offering and Sales*.

(1) Contractors must not offer or sell products under this contract for which they do not have authorization or for which the manufacturer of the product has prohibited the Contractor from offering or selling.

(2) For products that manufacturers manage through any "authorized supplier", "controlled distribution", or other similar program, the Contractor must be included in such a program to offer or sell products under this contract. GSA will rely on information provided by the manufacturer to identify such authority, to the extent provided by the manufacturer.

(c) *Discrepancies*. In the event GSA becomes aware of any discrepancy regarding a Contractor's authorization, or manufacturer prohibition, the Federal Supply Schedule Contracting Officer will notify the Contractor in writing. The Contractor will have 30 days to respond to the discrepancy unless a different time is specified in the notice.

(d) *Rights and remedies*. Failure to respond to or resolve (if applicable) a discrepancy or to comply with the requirements of this clause may result in contract termination or cancellation. GSA's rights and remedies provided in this clause are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

Begin Regulation

552.238-194 Sales Criteria (GSAR Deviation) (Sep 2026)

The Federal Supply Schedule Contracting Officer may elect not to extend the term of the contract, or may take other appropriate remedies as authorized by law, regulation, and other rights under this contract, if contract sales do not meet the following criteria: Sales are expected to exceed $100,000 within the first 60 months following contract award and are expected to exceed $125,000 in each 60-month period thereafter.

(End of clause)

Begin Regulation

552.239-7001 Basic Safeguarding of Data within Large Language Model Artificial Intelligence Systems (GSAR Deviation)(Sept 2026)

(a) Applicability and Flowdown.

(1) *Applicability.*

(i) This clause applies only to the extent that, in performance of this task/delivery order, BPA or contract the Government is procuring an LLM, generative assistant, chatbot, agentic system, LLM-enabled document or productivity tool, or similar system where LLM functionality is a material feature and Government Data will be submitted directly to or produced by the LLM.

(ii) Unless otherwise identified by the contracting officer, this clause is self-deleting and imposes no obligation when-

(A) LLM use is limited to the contractor's internal business, back-office, operational, or performance-support systems — meaning internal tools and processes used to run or support the work, rather than the tools or services the Government is buying or directly using — and such systems are not delivered to or accessed by the Government, even if they incidentally process Government Data.

(B) LLM functionality is incidental or ancillary to the commercial products or services the Government is procuring where the product's primary purpose is not AI or LLM functionality, where the LLM functionality is not required (e.g., identified in the solicitation, statement of work, product description, or contract requirements), accessed by the Government, or used to process Government Data.

(2) *Flowdown Requirements.*

(i) The Contractor must flow down the specific paragraphs of the base clause to any applicable Subcontractor that performs AI Design, AI Development, AI Deployment, or Operation and Monitoring tasks, as described in NIST Artificial Intelligence (AI) Risk Management Framework (RMF) 1.0, Appendix A, in connection with an LLM used to process Government Data as part of the products or services being acquired to the extent such entity collects, processes, stores, retains, trains on, fine-tunes on, or otherwise handles Government Data.

(ii) The Contractor is not required to flow down paragraphs of this clause that impose requirements concerning the origin, ownership, jurisdiction, or foreign control**,** including paragraphs (f)(2), (f)(3), and (i)(1)(iii), to an Open-LLM Component or Fully Open Model.

(b) Definitions. As used in this clause —

"*Background Data"* means any proprietary content, reference materials,

knowledge bases, or other intellectual property that is
(1) owned, controlled, or licensed by the Contractor; and
(2) existed prior to, or was developed independently of, the contract, task/delivery order, or BPA.
Background Data includes information that may be used to develop or improve the LLM, or that may be referenced, retrieved, augmented, or otherwise incorporated into the LLM's processing or outputs through any enrichment mechanism, including but not limited to retrieval processes, vector stores, embeddings, knowledge graphs, plugins, tool calls, agent actions, or similar mechanisms.
"Contractor" means the entity that enters into the direct contract with GSA responsible for implementation of this clause (i.e., prime contractor) or, for the purposes of each flowdown requirement, the subcontractor or service provider functioning in the applicable role.
"Custom Development" means any design of or modifications, customizations, government-specific configurations, or enhancements to LLMs or associated implementations or workflows, and any related work product or deliverables, in each case developed specifically for the Government under the contract, task/delivery order, or BPA, including any modifications, customizations,
government-specific configurations, or enhancements to LLMs as a result of model
training or fine-tuning. Custom Development excludes any background intellectual
property (e.g., the underlying supporting services, default configurations, and/or mechanisms) existing prior to entry into the contract or developed independently by the Contractor.
"*Data"* has the same meaning as defined in 44 U.S.C. §3502(16).
"Data Inputs" means all Data submitted to the LLM by, or on behalf of, the Government, including but not limited to user prompts, queries, instructions, system prompts, source data, documents, knowledge bases, Government email addresses, and user account information. This definition specifically excludes any Background Data, background intellectual property or information existing prior to
entry into the contract, task/delivery order, or BPA, or developed independently by
such Contractor.
"Data Outputs" means all data, information, PII, any improvements, enhancements, corrections, annotations, or other modifications made to Data Inputs, or content generated by the LLM in the performance of the contract, task/delivery order or BPA in response to Data Inputs, including but not limited to responses, results, analyses, anonymized data, derivative data, synthetic data, and any other output produced by the LLM. This definition specifically excludes technical system-level data that contains no Government Data or Government Usage Context, such as performance metrics, token counts, and processing times; technical system-level generated information, such as metadata and logs; and any underlying Background Data and third-party proprietary data.
"Government" means any entity authorized to obtain procurement services through GSA pursuant to 40 U.S.C. § § 501, 502.

"Government Data" means Data Inputs and Data Outputs.
"Government Usage Context" means information, as a single record or records in the aggregate that meets criterion (1) and at least one of criteria (2) or (3):
(1) Exists in this form because the Government used the LLM under the contract, task/delivery order, or BPA; and
(2) Reveals how the Government works (including its activities, workloads, priorities, or methods); or
(3) Reasonably supports a material inference about the Government's nonpublic activities, workloads, priorities, or methods.
"Information System" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502(8)).
"*Large Language Model Artificial Intelligence System (LLM)"* means a generative artificial intelligence model trained on vast, diverse datasets that enable the model to generate natural-language responses to user prompts (Executive Order 14319 Section 2). The LLM includes the Information System in which the model is configured, deployed, operated, monitored or made available for the processing of Government Data, including the model, hosting and access infrastructure, system prompts, configurations, knowledge bases, retrieval mechanisms, application programming interfaces (APIs), user interfaces, guardrails, monitoring, and associated workflows that process Government Data.
"Material Change" means any modification likely to affect the trustworthiness, security, or operational integrity of the performance of the contract, especially as they pertain to the processing and protection of Government Data and the contractors involved in that process.
"Open-LLM Component" means a component of an LLM that is free and open source software, meaning it is available in source code form and openly licensed to allow any party to use, study, modify, and redistribute it through the availability of its source, consistent with the treatment of open-source software in NIST SP 800-53, Rev. 5. To qualify, the component's source must be publicly available for inspection under a license appropriate to its type (open source for code, open data for data, open content for documentation) and includes Fully Open Models.
"Fully Open Model" means an LLM for which all of the following are publicly available for inspection, each under a license appropriate to its type: the model architecture; the model parameters (weights); the training, validation, inference, and data-preprocessing code; and the training, validation, and testing datasets. This standard corresponds to the Open Tooling (Class II) or Open Science (Class I)
tier of the Linux Foundation Model Openness Framework.
"Open-Weight Model" means an LLM whose model parameters (weights) are publicly available but whose corresponding training code and data are not. Consistent with NIST SP 800-53, Rev. 5, which notes that open-source software available only in binary form may increase risk, the public availability of weights alone does not make a model open source, in the same way that a compiled executable is not source code.
"Personally Identifiable Information (*PII)"* has the same meaning as defined in OMB Circular No. A-130.
"*Subcontractor"* means any supplier, distributor, vendor, or firm that

furnishes supplies or services to the prime contractor or another subcontractor in connection with the contract and processes, transmits, or handles Government Data.

(c) Order of Precedence. This clause supplements, and does not replace or modify, FAR 52.212-4 or GSAR 552.212-4, as applicable. For purposes of applying
the order-of-precedence provision in FAR 52.212-4 or GSAR 552.212-4, this clause
is incorporated into the “schedule of supplies/services”. To the extent there is any conflict between this clause and the Contractor’s policies, requirements, terms, conditions, commercial supplier agreements, license agreements, terms of service, click-wrap, browse-wrap, or other commercial agreements, this clause takes precedence. Nothing in this clause shall be construed to override applicable law, regulation, or mandatory Government contract clauses.

(d) Contractor Responsibility for LLM. The Contractor must:

(1) Exercise best efforts to conduct due diligence when selecting and overseeing the performance of the Subcontractors engaged in AI Design, AI Development, AI Deployment, or Operation and Monitoring tasks required by the contract, as described in NIST AI RMF 1.0, Appendix A, in connection with an LLM
used in performance of the contract, task/delivery order, or BPA.

(2) Notify the Contracting Officer, within 72 hours after the Contractor obtains actual knowledge of a material violation of a provision of this clause. For purposes of this paragraph, a ‘material violation’ means a violation that has resulted in, or would reasonably be expected to result in, a significant adverse effect on contract performance, Government rights or interests, security, confidentiality, legal compliance, or the Government’s ability to administer or enforce the contract, task/delivery order, or BPA.

(3) Demonstrate compliance. The Contractor may satisfy due diligence by relying on:

(i) Flowdown of applicable requirements of this clause to Subcontractors that perform AI Design, AI Development, AI Deployment, or Operation and Monitoring tasks required by the contract, as described in NIST AI RMF 1.0, Appendix A, in connection with an LLM used in performance of the contract, task/delivery order, or BPA;

(ii) Attestation from an individual with appropriate authority representing Subcontractors that perform AI Design, AI Development, AI Deployment, or Operation and Monitoring tasks required by the contract, as described in NIST AI RMF 1.0, Appendix A, in connection with an LLM used in performance of the contract, task/delivery order, or BPA, that the applicable requirements have been implemented, supported where practicable by evidence that is independently verifiable rather than by attestation alone, and updated if Subcontractors’ compliance changes; or

(iii) For Open-LLM Components, due diligence and attestation requirements are satisfied by identifying the openly accessible information (e.g., openly published model weights, model documentation, technical report, and any accompanying training-data disclosures). A per-contract attestation is not required.

(iv) For Open-Weight Models, documenting and maintaining best effort

due diligence measures (e.g., published model weights, model documentation, technical reports, testing and evaluation) commensurate with the nature of the technology and its role in contract performance.
(v) Existing artifacts including government addendums to license agreements that align to this clause, model cards, system cards, FedRAMP authorization packages or security documentation, SOC 2 reports, ISO/IEC 27001 certifications or audit materials, and substantially equivalent security, risk management, or assurance documentation. The Contractor is not required to create duplicative documentation where existing artifacts reasonably demonstrate the relevant due diligence measures.
(4) Where meeting the requirements of this clause depends on how the LLM is configured or deployed by the Government, the Contractor must document that responsibility and provide the guidance, documentation, and technical capability for the Government to implement and verify compliance.
(e) Intellectual Property Rights.
(1) *Rights in Government Data.*
(i) The Government retains full ownership of, and will own, all Government Data provided to the Contractor or otherwise made available to the Contractor under the contract, task/delivery order, or BPA, and all Custom Developments. The Contractor does not have any rights to use Government Data or
Custom Developments provided to the Contractor other than those described in paragraph (e)(1)(iv).
(ii)The parties acknowledge that certain software, tools, configurations, workflows, documentation, knowledge base articles, models, scripts, service-generated data, derivative data, analytics, technical methods, know-how, and other materials used, created, or enhanced by the Contractor in connection with performance may incorporate the Contractor's pre-existing commercial products, proprietary technology, commercial services, or materials developed for use across multiple customers or service offerings. Nothing in the contract, task/delivery order, or BPA shall be construed to transfer ownership of such Contractor materials to the Government.
(iii) Only LLM Developers, LLM System Operators, LLM System Integrators, and LLM Service Providers may receive and process Government Data.
Other authorized Contractors, Subcontractors, or subprocessors, including cloud hosting, technical support, security, maintenance, and similar service providers, may receive and process Government Data only to the extent necessary to perform the contract and subject to the applicable requirements of this clause.
(iv) The Contractor is granted a limited, revocable, non-exclusive, non-transferable, worldwide, fully paid-up, royalty-free right and license to copy, store, transmit, modify, display, and use Government Data and Custom Developments for the duration of each individual awarded contract, task/delivery order, or BPA solely for the following permitted purposes:

(A) Performing the specific requirements;
(B) Using de-identified, aggregated security telemetry for the sole purposes of cybersecurity, cyber-defense related fraud prevention, and threat
detection, provided the telemetry cannot reasonably be used to identify the

Government or its users or to reconstruct the content of any Data Input or Data
Output; and
(C) Providing technical support and maintenance as required; and
(D) Providing such other uses as may be expressly authorized in writing by the Contracting Officer.

(v) To the extent the Contractor obtains any intellectual property rights in Government Data, or any improvements, enhancements, feedback, or derivative works that incorporate, reveal, or disclose Government Data, the Contractor assigns and transfers all such rights to the Government effective immediately upon creation. This assignment does not apply to general capability gains or generalized improvements that do not incorporate, derive from, reveal, or disclose Government Data.

(vi) The Contractor retains ownership of the underlying LLM, base models, and Background Data.

(2) *License Grant to Government*. The Contractor grants to the Government an irrevocable, royalty-free, non-exclusive license to use the LLM for the duration of the work defined in the contract, task/delivery order, or BPA. This license is strictly limited to the specific purposes and scope of work defined within the contract, task/delivery order, or BPA and is restricted to the commercially available
features, Background Data, and functionality of the LLM as described in and necessary to fulfill the contract, task/delivery order, or BPA and its accompanying documentation, unless specified otherwise. This license includes the right to:

(i)Operate and access the LLM through agreed-upon methods;

(ii) Allow authorized Government personnel and contractors to use the LLM; and

(iii) Integrate the LLM with Government systems as necessary.

(3) *Prohibited Uses of Government Data.* Use of Government Data is limited per paragraph (e)(1)(iv). Other uses of Government Data are prohibited. Examples of
prohibited use of Government Data includes:

(i) Training, fine-tuning, or otherwise improving an LLM, including those operated by third parties, or to develop or improve the LLM(s) for any other customers or any commercial or non-commercial purposes.

(ii) Using Government Data to inform the Contractor's advertising, marketing, sales, monetization, strategy, operations, or other business decisions, or
to provide to other Government or non-Government entities.

(iii) Retaining, accessing, or using beyond the scope and duration expressly permitted in the contract.

(iv) Processing or storing Government Data with, or transferring Government Data to, any party not authorized under the contract, task/delivery order, or BPA, or without appropriate extension (flowdown) of applicable requirements.

(v) Selling or licensing Government Data to any party.

(4) *Government Data Handling and Processing Requirements*. Unless otherwise expressly authorized by the Contracting Officer:

(i) The Contractor must implement reasonable technical, administrative,

physical, and organizational safeguards to protect Government Data from loss, damage, destruction, unauthorized alteration, or corruption, and prevent its unauthorized, accidental, or unlawful access, disclosure, use, or processing;
(ii) The Contractor must implement Data Handling Procedures that restrict access to Government Data only to personnel authorized by the Contracting Officer. These protocols must be implemented at the contract level and customization at the individual contract, task/delivery order, or BPA level. These measures are minimum requirements, and non-persistent (zero-persistence) architectures that do not retain Government Data satisfy them. These measures include:

(A) Automated data ingestion, processing, and response generation;
(B) Technical access controls that prevent viewing Government Data;
(C) Encrypted data transmission and processing that renders Government Data unreadable;
(D) Administrative and technical safeguards that allow system operation, monitoring, and maintenance without exposing Government Data content; and
(E) Audit logging systems that track data processing activities without capturing or displaying actual Government Data.
(F) Notwithstanding paragraphs (A) through (E), authorized personnel may access Government Data only on an operational need, specific-purpose, and time-bound basis, or at the Government's direction (e.g., for troubleshooting, incident response, forensic investigation). Access shall be logged, minimized, and provided to the Government on request, and the data shall not be used, copied, retained, or disclosed for any other purpose.

(iii) The Contractor must ensure Government Data is stored or processed only when reasonably necessary for the performance of the contract;
(iv) The Contractor must provide tools that enable the Government to maintain detailed records of processing activities involving Government Data;
(v) The Contractor must comply with the following Data localization requirements, including but not limited to:

(A) Not removing or allowing removal of any such Government Data from the agreed-upon premises or FedRAMP-authorized services, without express written consent from the Contracting Officer; and
(B) Not transmitting, storing, taking, or accessing such Government Data, or allowing such Government Data to be transmitted, stored, taken, or accessed by any means outside of the agreed-upon premises or authorized services, without express written consent from the Contracting Officer.

(vi) The Contractor must implement and maintain appropriate technical and organizational measures to ensure that all such Government Data is logically segregated from the Data of any non-Government customer or client, and is not commingled with Data of other customers or clients and provides adequate

defense in depth through access controls, policy enforcement points, labeling, and/or encryption mechanisms and must perform continuous monitoring to protect against unauthorized access by external and internal threat actors, third parties, or disclosure resulting from human or machine error. Logical segregation does not require physical or dedicated instances within contractor-hosted or controlled systems; continuing compliance with the specified FedRAMP authorization level is
deemed to satisfy these requirements by achieving equivalent security and separation.
(vii) Upon completion, termination or expiration of the contract, task/delivery order, or BPA, unless otherwise directed in writing by the Contracting
Officer, the Contractor must securely and permanently delete, destroy (e.g., cryptographically erase) all such Government Data, and any Custom Developments
including fine-tuned model weights, embeddings, indexes, and caches, from the LLM and all its other systems and all copies, backups and derivatives thereof, and document the action to the Contracting Officer in writing.
(viii) *Custom Developments and Model Rights.* If there is a requirement for custom developments, the Contractor must:

(A) Dedicate the Custom Developments to the Government's exclusive use;

(B) Treat such Custom Developments and all associated Data as the Government's confidential information; and

(C) Not use, reproduce, or derive benefit from such Custom Developments for any other purpose, or for the benefit of any other party, without express written authorization from the Contracting Officer.

(ix) *Feedback.* The Government retains ownership of all feedback provided by the Government to the Contractor with respect to the LLM, Custom Developments, regardless of whether such feedback is generated by Government personnel, the Contractor, or through automated processes. If feedback includes Government Data and Government confidential information, that feedback may not
be used for system improvement purposes or any other purposes (except solely in the performance of the contract, task/delivery order, or BPA).
(f) Contractor Obligations for Compliance, Reporting, and Documentation. The Contractor must:
(1) Disclose LLMs used in performance of the contract, task/delivery order, or BPA to process Government Data. The Contractor may rely on existing artifacts,
including model cards, system cards, FedRAMP authorization packages, SOC reports, ISO certifications or reports, or other substantially equivalent documentation, to satisfy this disclosure requirement, provided such artifacts are current and contain the information required by this clause. Disclosures are due to the Contracting Officer or ordering Contracting Officer by the date specified in the contract, task/delivery order, or BPA. If no date is specified, disclosures are due within 120 days after commencing work under the contract, task/delivery order, or BPA.

(2) Maximize the use of LLMs that meet the following criteria:
(i) Controlling Entity & Jurisdiction: LLMs developed, managed, and operated in the United States (U.S.) and that are subject to U.S. law and jurisdiction.
(ii) Protection Against Foreign Compulsion:

(A) An LLM's performance, operations, or protections cannot be controlled by a foreign Government, or entity acting under foreign-government authority.

(B) No foreign Government or entity can compel disclosure of Government Data, or operational control that could compromise each LLM's integrity or security.

(C) An LLM, and any components performing core model, data storage or processing, output generation, or security functions, are prohibited from being developed, managed, or operated by entities subject to the direction, influence, or control of adversary foreign governments (see 15 CFR 791.4)

(iii) Component Flexibility & Risk Mitigation: Components that are foreign-developed, in whole or in part (e.g., Open-LLM Components, published research, training data, code or other technology that does not provide core functionality), ancillary Third-party products or services, or infrastructure dependencies to the extent operated outside the U.S. are permissible, provided:

(A) They do not introduce material security risks or foreign control that would violate criteria (f)(2)(i) or (f)(2)(ii).

(B) The systems storing or processing Government Data satisfy applicable Federal security requirements, including those for data residency and isolation.

(C) A risk-based approach is applied, focusing on objective criteria such as ownership, control, hosting, and security posture.

(3) To the best of the Contractor's knowledge, after best efforts and due diligence inquiry, disclose whether the LLM used in performance of the contract, task/delivery order, or BPA has been specifically modified or uniquely configured at the request of a non-U.S. government, or to comply with any non-U.S. federal government statutes, regulations, or policies no later than thirty (30) days after award to the Contracting Officer, unless otherwise stated in the solicitation, contract, task/delivery order, or BPA, or within thirty (30) days after the Contractor becomes aware of the relevant modification, configuration, or material effect. The Contractor must use best efforts due diligence to obtain relevant developer or provider information and, upon request, provide the testing methodology, evaluation process, or evidence used to assess material non-U.S. government modifications or effects. The Contractor may rely on existing artifacts, provided such artifacts are current and contain the information required by this clause.
(4) Human oversight, intervention, and traceability. The LLM shall provide the Government commercially reasonable means to implement human oversight, intervention, and traceability for the contracted use case.

(i) Where the LLM uses intermediary processing (reasoning, retrieval, or agentic steps), the LLM shall make a summary of the steps the LLM records, from Data Input to Data Output, accessible through the user interface (where one is provided), a documented API, and an administrative audit trail available via that API.
(ii) At a minimum the summary shall include, to the extent the LLM performs and records the function:
(A) intermediate processing actions and decision points;
(B) model routing decisions, with rationale where recorded;
(C) data retrieval methods (for example, RAG, web search, tool calls, or agent actions), with source attribution and links where recorded (non-substantive signals such as location, date, time, locale, or weather need not
be attributed); and
(D) any human-reviewer access to Government Data connected to the interaction, logged and accessible to the Government.
(iii) This requires only a summary of recorded steps, not a faithful explanation of the model's internal reasoning.
(iv) Where a required capability is not commercially available at award, the LLM Developer shall use best efforts to develop it on a timeline agreed with the Contracting Officer and provide an accessible interim means in the meantime.
(5) Notify the Contracting Officer and any Government provided security point of contacts as soon as possible but not longer than within 72 hours of the Contractor's discovery of any incident (as defined by the Federal Information Security Modernization Act of 2014 in 44 U.S.C. § 3552(b)(2)) affecting an LLM used in the performance of the contract, task/delivery order, or BPA that may affect the confidentiality, integrity, or availability of Government Data and provide
daily status updates to all points of contact until resolved. For FedRAMP-authorized systems, incident reports, continuous monitoring submissions, or related reports submitted pursuant to FedRAMP, CISA, or other applicable Federal cybersecurity reporting requirements, including reporting covered by the existing CISA information collection, OMB Control No. 1670-0037, shall satisfy overlapping reporting obligations under this paragraph to the extent such submissions contain substantially the same information required by this paragraph and are concurrently provided to the Contracting Officer and any Government provided security point of contacts.
(i) Such notification must include, to the extent known at the time:
(A) Nature and scope of the incident;
(B) Data potentially affected;
(C) Immediate remediation steps taken;
(D) Timeline for full resolution, if applicable; and
(E) Measures to prevent recurrence, if applicable.
(ii) The Contractor must preserve all relevant logs, forensic images, and incident artifacts for a minimum of 90 calendar days from a security incident involving Government Data to support follow-on investigation activity by law enforcement entities.
(iii) The Contractor must also complete the CISA incident reporting form (https://myservices.cisa.gov/irf).

(iv) Where FedRAMP incident communication and response procedures conflict with contractual requirements, the FedRAMP procedures take priority if the system is required to be FedRAMP Authorized.

(6) Establish Feedback mechanisms (consistent with OMB M-25-21, M-26-04, and successor requirements) allowing the Government to:

(i) Provide Feedback through formal channels;

(ii) Request system improvements, modifications or enhancements, subject to applicable contract, task/delivery order, or BPA change provisions; and

(ii) Report operational concerns without requiring incident classification.

(7) Provide, upon Government request, and under appropriate confidentiality protections, existing commercial documentation or disclosures sufficient to demonstrate compliance, excluding Contractor confidential or proprietary information (e.g., source code, model weights), including but not limited to:

(i) Verification of compliance with this clause and the contract;

(ii) List of entities involved in performance of the contract, task/delivery order, or BPA the entities' role(s), as defined by the flowdown supplemental clauses, which requirements of this clause are applicable to each entity, and the entities' approach to addressing the requirements in this clause;

(ii) LLM decision-making processes, logic, and operational parameters.

(iv) LLM developers, general model characteristics, intended use, limitations, and risk considerations to enable informed and responsible use by the Government.

(v) System documentation consistent with NIST AI Risk Management Framework guidelines, Unbiased AI Principles discussed in paragraph (j)(1), and LLM Transparency requirements such as system cards or equivalent documentation.

(vi) Transparency & Auditability: The Contractor must provide commercially available means for the Government to implement appropriate human oversight, intervention, and traceability for the contracted use case, and to understand the role of various components in generating responses, to the extent commercially available and technically feasible;

(vii) Privacy controls effectiveness and PII processing prohibition compliance;

(viii) Testing methodologies used to detect and mitigate noncompliance with the unbiased AI principles described in paragraph (j)(1);

(ix) Known biases (including commercial, political, or personal considerations, advertising, endorsements, or fraudulent/corrupt interests), limitations, truthfulness concerns, and performance metrics as required under paragraph (j) and other related terms specified in the contract, task/delivery order, or BPA;

(x) Influence, direction, or control of an LLM by an adversary foreign government (see 15 CFR 791.4);

(xi) FedRAMP authorization packages, continuous monitoring data, and assessment artifacts necessary to issue or maintain an authorization to operate, consistent with 44 U.S.C. § 3609(a)(8) and OMB M-24-15 and successor requirements; and

(xii) Information relevant and necessary for the Government to monitor

and evaluate the LLM's performance, risks, and effectiveness and to complete an LLM Impact Assessment required by OMB M-25-21 and successor requirements.
(g) Privacy and Confidentiality Protections.
(1) To the extent the Contractor has commercially available tools to enable the Government to implement appropriate Government-configurable controls, including but not limited to automated detection mechanisms and clear user notifications to manage, prevent, and reject the entry or persistence of PII within the LLM, the Contractor will make such tools available for use by the Government
for the duration of the contract, task/delivery order, or BPA.
(2) The Government, absent specific legal requirements, will not disclose confidential documentation or information provided by the Contractor.
(h) Data Portability and Interoperability. The Contractor must:
(1) Provide and ensure that LLM services support the export of Government Data (including but not limited to: user-generated content, interaction history, uploaded content and media, and knowledge bases) in open or standard machine-readable formats, together with sufficient associated metadata and schema information necessary for the Government to retrieve, use, or migrate Government Data to another service.
(2) Provide and support documented APIs sufficient for Government integration and data export to the extent the service uses APIs.
(3) Not impose proprietary formats, technical restrictions, additional costs, or additional licensing conditions that materially impair the Government's ability to
retrieve, use, or migrate Government Data to another service.
(4) Provide tooling or interfaces to facilitate migration of Government Data and Custom Developments in a secure manner.
(i) Change Notification.
(1) Advance Notice of Material Changes. The Contractor must provide written notice to the Contracting Officer at least thirty (30) calendar days prior to:
(i) Adding, replacing, or materially changing any LLMs, LLM’s Developer(s), System Operator(s), System Integrator(s), or Service Provider(s);
(ii) Changes to the services handling Government Data, including discontinuation or material reduction of data protection controls applied to Government Data, or change in FedRAMP Authorization Status; or
(iii) Any modification, configuration, or training change to the LLM made to comply with any non-U.S. government statute, regulation, or policy where that change materially affects model outputs, accuracy, or truthfulness.
(iv) Advanced notice is not required for model changes where concurrent access is provided as outlined in (i)(2)
(2) Model Version Deprecation. Prior to discontinuing or replacing any model in use under the contract, task/delivery order, or BPA the Contractor must use reasonable efforts to provide the Government with concurrent access to any successor model, and associated documentation, for a minimum evaluation period of thirty (30) calendar days for major versions, and fifteen (15) calendar days for minor versions. Where a change is driven by a third-party commercial provider's deprecation the Contractor does not control, the Contractor must instead notify the Contracting Officer within five (5) business days of receiving the provider's notice and make best efforts to provide access to the successor model as soon as

it becomes available.
(3) Safety and Performance Degradation. The Contractor must notify the Contracting Officer within seven (7) calendar days of identifying any material change that materially increases output bias; decreases safety guardrails or behavioral constraints; or degrades performance or truthfulness of outputs. The notification must describe the change, its purpose, the evaluation approach used and any new limitations, trade-offs, or potential negative impacts identified.
(4) Emergency and Unplanned Changes. If the Contractor implements a material change without providing sufficient advance notice, or if a change is necessitated by a security or service emergency, the Contractor must:
(i) Notify the Contracting Officer as soon as practicable upon learning of the change; and
(ii) Describe any remediation or rollback actions available.
(5) Notification: All notifications under paragraph (i) must include, to the extent known at the time of notification:
(i) Description of change;
(ii) Affected roles, services, systems, and Government Data;
(iii) Any limitations, trade-offs, or negative impacts;
(iv) Evaluation approach used to assess the change;
(v) Any remediations or rollback actions; and
(vi) Confirmation of applicable requirements of this clause have been flowed down appropriately.
(j) Performance, Evaluation, and Remediation.
(1) The Contractor must use reasonable efforts to design, train, and configure the LLM to respond to user prompts seeking factual information or analysis, prioritize accuracy, scientific inquiry, and objectivity and must acknowledge uncertainty where reliable information is incomplete or contradictory. Where the Contractor curates or supplies the Background Data the LLM utilizes to generate Data Outputs, the Contractor must apply the same reasonable efforts.
(2) *Government Evaluation Rights and Remediation*.
(i) The Government reserves the right to conduct automated assessments of the LLM, as deployed and configured for government users, at any time using its own benchmarks. These evaluations may assess bias, truthfulness, safety, unsolicited ideological content, and other factors determined by the Government in order to facilitate evaluations.
(ii) The Contractor must make best efforts to provide tools and interfaces that enable the Government to run its benchmarks in an automated fashion to test the production LLM and identify any material gaps.

(iii) The Government may provide such results to the Contractor to support remediation efforts.

(iv) All benchmarks, test data, and methodologies developed or used by the Government for such assessments are considered Government Data. The Government is under no obligation to disclose or provide access to the underlying data, methodologies, or systems, with the exception of data or methodologies used as the basis for an adverse action under paragraph (j)(3).
(3) *Non-Compliance*.
(i) The Government retains the right to suspend use of the LLM at any

time;
(ii) The Contractor is liable for reasonable decommissioning costs if the Contracting Officer terminates the contract, task/delivery order, or BPA for cause for failure to remediate after receiving specific written notice of non-compliance from the Contracting Officer.

(A) Decommissioning costs shall not include re-procurement costs, replacement-system development, or unrelated costs;
(B) Decommissioning cost liability is not to exceed *25%* of the value of the affected task or delivery order; and
(C) The Government must disclose information, under appropriate confidentiality protections, to enable the Contractor to understand the basis for

the Government's determination and take reasonable remediation actions.

(End of clause)

Begin Regulation

552.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION FAR 52.212-4) (NOV 2025) (GSAR DEVIATION JUL 2026)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *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.

(c) *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.

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

(e) *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 FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(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. Examples of occurrences include 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. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) The due date for making invoice payments by the designated payment of#ce is the later of the following two events:

(1) The 10th day after the designated billing of#ce receives a proper invoice from the Contractor. If the designated billing of#ce fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
(2) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.
(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) *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.

(4) *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;

(D) Contractor point of contact; and

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

(5) *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 FAR part 33 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 FAR part 32).

(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 termination for cause.

(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 for interest credits prescribed in FAR part 32 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 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. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. 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 under this contract 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) *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; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *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 Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements -Unenforceable Clauses provision. (4) Addenda to this solicitation or contract;

(4) Solicitation provisions incorporated in the solicitation;

(5) Other paragraphs of this clause;

(6) The Standard Form 1449 or 1442 for commercial construction over $35K.

(7) Other documents, exhibits, and attachments

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-De#ciency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or 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 commercial supplier agreement. If the commercial supplier 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 language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemni#cation or any other payment by the Government that is expressly authorized by statute and speci#cally authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

(u) *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.

(v) Commercial supplier agreements unenforceable clauses. When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) Applicability. This agreement is a part of a contract between the commercial

supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR Part 12).

(ii) End user. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) Law and disputes. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a speci#c forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. The supplier shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (e) (Disputes).

(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless speci#cally authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Updating terms.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms: if they are not material. A material change is de#ned as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modi#cation.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its

current term without prior express consent by an authorized Government representative.

(viii) Indemni#cation. Any clause of this agreement requiring the commercial supplier to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) Audits. Any clause of this agreement permitting the commercial supplier to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements speci#ed in the underlying Government contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (e) (Disputes) through the Disputes clause at 552.212-4(e); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Of#cer for a determination of applicability prior to invoicing unless speci#cally agreed to otherwise in the Government contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) Con#dential information. If this agreement includes a con#dentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed “con#dential information.” Issues regarding release of “unit pricing” will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any con#dential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained con#dential information will continue to be subject to the con#dentiality obligations of this agreement.

(xiii) Data Privacy. When any supply or service acquired under this contract is subject to any commercial supplier agreement that includes any language, provision, or clause pertaining to data privacy laws of other jurisdictions, the following will apply:

(A) No terms or conditions stated in or incorporated into the commercial supplier agreement impose any obligation on the U.S. Government under the laws of any foreign jurisdiction or any U.S. state pertaining to data protection or data privacy; and

(B) The execution of the commercial supplier agreement by a Federal employee does not imply any waiver by the U.S. Government of sovereign immunity or of any other privilege or immunity under international law or under the laws of any foreign jurisdiction or any U.S. state, and the U.S. Government hereby expressly reserves its right and authority to assert all such privileges and immunities.

(2) If any language, provision, or clause of this agreement con#icts or is inconsistent with

the preceding paragraph (v)(1), the language, provisions, or clause of paragraph (v)(1) shall prevail to the extent of such inconsistency.

(End of clause)

Begin Regulation

552.238-77 PRICING AND CATALOG DATA (GSAR Deviation)(SEPT 2026)

(a) The Contractor must—

(1) Submit its Federal Supply Schedule (FSS) pricing and catalog data, such as its Authorized FSS Price List, using the electronic platform(s) designated by GSA. The electronic platform(s), including instructions, is available at FAS Catalog Platform and the Required Templates for MAS.

2) Maintain its FSS pricing and catalog data to ensure it remains current, accurate, and complete in accordance with the electronic platform requirements. Outdated, inaccurate, or incomplete data will require correction by the Contractor.

(3) Use the online marketplace(s) designated by GSA. The online marketplace(s), including instructions for its use, is available at: GSA Advantage and GSA eBuy.

(b) Failure to comply with this clause or other contract requirements may result in temporary removal of the Contractor's FSS pricing and catalog data, in whole or in part, from FSS systems. The initial temporary removal period will not exceed 90 calendar days. The FSS Contracting Of#cer may extend the removal period for up to an additional 30 calendar days. Notice and rationale for the extension will be provided to the Contractor prior to expiration of the initial temporary removal period.

(1) The FSS Contracting Of#cer will notify the Contractor in writing prior to temporarily removing its FSS pricing and catalog data. The noti#cation will state the reason(s) for removal and, if applicable, a designated timeframe for the Contractor to take appropriate action to resolve the basis for removal.

(2) Unless authorized by the FSS Contracting Of#cer, the Contractor may not accept new orders for a product, service, or solution covered by the temporary removal. The Contractor must continue performance of existing orders to completion (inclusive of any exercised options) unless otherwise directed by the ordering activity.

(c) GSA's rights and remedies provided in this clause are not exclusive and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(d) GSA may unilaterally make changes to the designated electronic platform, online marketplace, and associated instructions for using them. Such changes will go into effect immediately.

(End of clause)

Begin Regulation

552.238-79 **CANCELLATION (GSAR Deviation)(SEPT 2026)**

(a) Cancellation. Either party may cancel this contract in whole or in part by providing written notice. Either party may rescind its cancellation notice at any time
prior to the effective date by providing written notice to the other party. If the Contractor elects to cancel this contract, GSA will not pay any outstanding portion
of the minimum guarantee.

(1) Whole cancellation is effective 30 calendar days after receipt of the notice of cancellation by the other party. Partial cancellation is effective on the date specified in the notice of cancellation or if no date is specified, the date the other party receives the notice.

(2) Upon cancellation in whole or in part, the Contractor must continue performance of existing orders to completion (inclusive of any exercised options) unless otherwise directed by the ordering activity. Upon cancellation in whole, the Contractor is not authorized to accept any additional orders under this contract. For partial cancellation, the Contractor is no longer authorized to accept orders under this contract for the cancelled products, services, or solutions.

(b) GSA's rights and remedies provided in this clause are not exclusive and are in addition to any other rights and remedies provided by law, regulation, or under this
contract.

(End of clause)

Begin Regulation

552.238-83 EXAMINATION OF RECORDS BY GSA (FEDERAL SUPPLY SCHEDULES) (GSAR Deviation)(SEPT 2026)

(a) The Contractor agrees that the Administrator of General Services or any duly
authorized representative shall have access to and the right to examine any books,
documents, papers, and records of the Contractor involving transactions related to
this contract, including orders and BPAs, for overbillings, billing errors, or
compliance with GSAR 552.238-80.

(b) For contract-level and BPA records, this authority expires 3 years after final
payment on the last order placed during that contract/option period or during the

BPA ordering period. For purposes of this clause, each extension under GSAR
552.238-116 is treated as a separate contract/option period.
(c) For order-level records, this authority expires 3 years after final payment
made by the ordering activity for the specific order to which the books, documents,
papers, and records relate.

(End of clause)

Begin Regulation

552.228-5 Government as Additional Insured (GSAR Deviation)(July 2026)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance–Work on a Government Installation.
(b) Each insurance policy required under this contract, other than workers' compensation insurance, must contain an endorsement naming the United States as
an additional insured with respect to operations performed under this contract. The
insurance carrier is required to waive all subrogation rights against any of the named insured.

(End of clause)

Begin Regulation

552.238-113 Authorities Supporting Use of Federal Supply Schedule Contracts Deviation)(SEPT 2026)

(a) Ordering activities are able to use Federal Supply Schedule (FSS) contracts based upon a number of statutes, regulations, and other authorities. Authorities allowing ordering activities use of FSS contracts include:
(1) 25 U.S.C. 1660g(e), which provides for the use by urban Indian organizations, as defined in 25 U.S.C. 1603, for the purposes of carrying out a contract or grant pursuant to 25 U.S.C. chapter 18, subchapter IV.
(2) 25 U.S.C. 2507, which provides for the use by tribally controlled schools, as defined in 25 U.S.C. 2511, for the purposes of carrying out a grant pursuant to 25 U.S.C. chapter 27 (known as the Tribally Controlled Schools Act).
(3) 25 U.S.C. 4111(j), which provides for the use by Indian Tribes, as defined in 25 U.S.C. 4103, and tribally designated housing entities, as defined in 25 U.S.C. 4103,
for the purposes of carrying out a contract, grant, or cooperative agreement pursuant to 25 U.S.C. chapter 43 (known as the Native American Housing Assistance and Self Determination Act (NAHASDA)).
(4) 25 U.S.C. 5324(k), which provides for the use by Tribal organizations, as defined in 25 U.S.C. 5304, for the purposes of carrying out a contract, grant, or cooperative agreement pursuant to 25 U.S.C. chapter 46 (known as the Indian

Self-Determination and Education Assistance Act (ISDEAA)).
(5) 25 U.S.C. 5370 and 25 U.S.C. 5396, which provides for the use by Indian Tribes, as defined in 25 U.S.C. 5304, for the purpose of carrying out a compact or funding agreement pursuant to 25 U.S.C. chapter 46 (known as ISDEAA).
(6) 40 U.S.C. 113(d), which provides for the use by the Senate, the House of Representatives, and the Architect of the Capitol (including any building, activity, or
function under the direction of the Architect of the Capitol).
(7) 40 U.S.C. 501, which provides for the use by executive agencies as defined in 5 U.S.C. 105.
(8) 40 U.S.C. 502(a), which provides for the use by Federal agencies as defined in 40 U.S.C. 102, the District of Columbia, and mixed-ownership Government
corporations as defined in 31 U.S.C. 9101.
(9) 40 U.S.C. 502(b), which provides for the use by qualified nonprofit agencies for other severely disabled, as defined in 41 U.S.C. 8501(6), and qualified
nonprofit agencies for the blind, as defined in 41 U.S.C. 8501(7), for the purposes of
making or providing to the Government a commodity or service that has been determined by the Committee for Purchase From People Who Are Blind or Severely
Disabled under 41 U.S.C. 8503 to be suitable for procurement by the Government.
(10) 40 U.S.C. 502(c), which provides for the use by State or local governments, as defined in 40 U.S.C. 502(c)(3)(A), for the purpose of purchasing the
types of supplies and services described in 40 U.S.C. 502(c). The types of supplies
and services described in 40 U.S.C. 502(c) are limited to those available in the Information Technology Category and the Security and Protection Category (or any
successor categories). The GSA program implementing this authority is the Cooperative Purchasing program.
(11) 40 U.S.C. 502(d), which provides for the use by State or local governments, as defined in 40 U.S.C. 502(c)(3)(A), for the purposes of facilitating disaster preparedness or response, facilitating recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), or facilitating recovery from terrorism, nuclear, biological, chemical, or radiological attack. The GSA program implementing this authority is the Disaster Purchasing program.
(12) 40 U.S.C. 502(e), which provides for the use by the American National Red Cross and other qualified organizations, as defined in 40 U.S.C. 502(e)(3). Purchases
under this authority by the American National Red Cross shall be used in furtherance of the purposes of the American National Red Cross set forth in 36 U.S.C. 300102. Purchases under this authority by other qualified organizations shall
be used in furtherance of purposes determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the

Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency.
(13) 42 U.S.C. 247d, which provides for the use by State or local governments, as defined in 40 U.S.C.502(c)(3)(A), when a public health emergency has been declared by the Secretary of Health and Human Services under section 319 of the Public Health Services Act. The GSA program implementing this authority is the Public Health Emergencies program.
(14) FAR 8.105, which provides for the use by contractors, including subcontractors, when such use is authorized pursuant to FAR 52.208-9, 52.208-90,
and 52.208-91.
(b) [Reserved]

(End of clause)

Begin Regulation

552.238-114 Use of Federal Supply Schedule Contracts by Eligible Non-Federal Entities. (GSAR Deviation) (Sep 2026)

(a) *Definition*—Non-Federal entity, as used in this clause, means any State, local, territorial, or Tribal government, or any instrumentality thereof (including any local
educational agency or institution of higher education); and any other non-Federal organization (e.g., a qualified nonprofit agency as defined in 40 U.S.C. 502(b)).
(b) *Responsibilities*. Eligible non-Federal entities are responsible for complying with—
(1) FSS ordering guidance. Information about GSA's FSS contracts, including ordering guidance is available at https://www.gsa.gov/schedules; and
(2) Any conditions of the underlying authority(ies) supporting the use of FSS contracts (e.g., 40 U.S.C. 502(c) limits purchases to specific supplies and services available under FSS contracts).
(c) *Acceptance*.
(1) The Contractor is encouraged, but not obligated, to accept
orders from eligible non-Federal entities under this contract. The Contractor may, within 5 business days of receipt of an order, reject an order from an eligible non-Federal entity for any reason. However, purchase card orders must be rejected
within 24 hours of receipt of the order. Failure to reject an order within these timeframes shall constitute acceptance.
(2) The Contractor is encouraged, but not obligated, to enter into blanket purchase agreements (BPAs) with eligible non-Federal entities under the terms of this contract. The Contractor should respond to any requests to enter into a BPA within 5 business days of receipt of the request.
(d) *Conditions of acceptance*. If the Contractor accepts an order from or enters into a BPA with an eligible non-Federal entity under this contract, the following conditions apply:
(1) For orders, a separate contract is formed between the Contractor and the eligible non-Federal entity (herein “the parties”). For BPAs, a separate agreement is

formed between the parties.
(2) The resultant order or BPA shall incorporate by reference all the terms and conditions of this contract except for:

(i) FAR 52.233-1, and

(ii) Paragraphs (d) Disputes, (h) Patent indemnity, and (r) Compliance with

laws unique to Government contracts, of GSAR 552.212-4.

(3) GSA is not liable for the performance or nonperformance of any order or BPA entered into under this contract by the parties. To the extent authorized by law,
the parties are encouraged to resolve disputes through alternative dispute resolution.
(4) Neither party will look to, primarily or in any secondary capacity, or file any claim against GSA with respect to any failure of performance by the other party.
(e) *Additional terms and condition*s. Terms and conditions required by statute, ordinance, regulation, or as otherwise required by an eligible non-Federal entity may
be made a part of an order or a BPA to the extent that these terms and conditions do
not conflict with the terms and conditions of this contract. The Contractor should review any such additional terms and conditions prior to accepting an order or entering into a BPA with an eligible non-Federal entity.
(f) *Payment.*
(1) The Contractor is responsible for obtaining all payments due to
the Contractor from the eligible non-Federal entity under the terms and conditions of the order or the BPA entered into under this contract, without recourse to GSA.
(2) If an eligible non-Federal entity is subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such entities. If an eligible non-Federal entity is not subject to
a State prompt payment law, the terms and conditions of paragraph (i) of GSAR 552.212-4, apply to such entities in the same manner as to Federal entities.

(End of clause)

Begin Regulation

552.238-116 OPTION TO EXTEND THE TERM OF THE FSS CONTRACT (GSAR Deviation) (SEP 2026)

(a) This clause applies only to this Federal Supply Schedule (FSS) contract. It does not apply to orders placed or blanket purchase agreements established against this FSS contract.
(b) GSA may extend the term of this contract for up to an additional 5 year period. There is no limit to the number of times this option may be exercised.
(c) The FSS Contracting Officer may exercise the option by providing written notice to the Contractor 30 days before the contract expires.
(End of clause)

(End of Clause)

Begin Regulation

552.238-117 Price Adjustment—Failure to Provide Accurate Information (GSAR Deviation)(SEPT 2026)

(a) GSA, at its election, may reduce the price of this contract or contract modification if the Federal Supply Schedule Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:

(1) Provide information required by this solicitation/contract or otherwise requested by GSA; or

(2) Submit information that was current, accurate, and complete; or

(3) Disclose changes in the Contractor's commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.

(b) GSA will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.

(c) If any reduction in the contract price under this clause reduces the price for products, services, solutions for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor will be liable to and will pay the ordering activity—

(1) The amount of the overpayment; and

(2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the ordering activity is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26 U.S.C.6621(a)(2).

(d) Failure to agree on the amount of the decrease will be resolved as a dispute.

(e) In addition to the remedy in paragraph (a) of this clause, GSA may terminate this contract for cause. GSA’s rights and remedies provided in this clause are not exclusive, and are in addition to any other rights and remedies

provided by law,
regulation, or under this contract.

(End of clause)

Begin Regulation

552.232-23 Assignment of Claims Supplement. (GSAR Deviation) (Jul 2026)

Any assignment or reassignment under FAR clause 52.232-23 will not take
effect or bind the Government unless and until the assignee submits the following
to both the contracting officer of record of the contract (or order) and the finance
office designated in the contract (or order) to make payment:

(a) Written notice of the assignment; and

(b) A true copy of the instrument of assignment.

Unless otherwise stated in the contract (or order), payments to an assignee of any
amounts due or to become due under any contract (or order) assigned may, to the
extent specified in the Act (as defined in 52.232-23), be subject to reduction or
set-off.

(End of clause)

Begin Regulation

552.240-71 Supply Chain Risk Monitoring (GSAR Deviation)(JUL 2026)

The Government monitors supply chain risk information as defined in FAR 40.101 (GSA Class Deviation RFO-2025-40) throughout contract performance. If supply chain risks are identified that cannot be reasonably mitigated, the Government will take corrective action using any available remedies, such as, but not limited to:

(a) Removal of the product, service, or solution from the contract;

(b) Not extending contract performance;

(c) Contract cancellation; or

(d) Contract termination.

(End of clause)

Begin Regulation

552.238-130 FEDERAL SUPPLY SCHEDULE (FSS) DOMESTIC END PRODUCT CERTIFICATE (SEPT 2026)

(a)Definitions. As used in this clause:

"FSS domestic end product" means a product that meets all of the following conditions:

(i) the product is offered for sale on the offeror's or contractor's (as applicable) General Services Administration Federal Supply Schedule contract;

(ii) the product is manufactured in the United States; and

(iii) if the product does not consist wholly or predominantly of iron or steel or both, the cost of components of the product that are mined, produced, or manufactured in the United States, exceeds 75 percent of all the costs of components for the product, or

(iv) if the product does consist wholly or predominantly of iron or steel, then the cost of foreign iron or steel (which includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the iron or steel) is less than 5 percent of the total cost of all the components of the product.

"Cost of components means"—

(1) For components purchased by the offer or contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the offeror or contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

(b) Offerors and contractors are allowed, but not required, to certify that products listed in paragraph (c) are FSS domestic end products.

(c) The offeror (or contractor as applicable) hereby certifies that the below are FSS domestic end products:

Product Name Manufacturer Part Number Manufacturer Name

_____ _____ _____

_____ _____
_____
_____ _____
_____

[Offeror/contractor to insert rows as needed]

(d) The certification in paragraph (c) of this clause is a material representation of fact to the Government. If it is later determined that the offeror or contractor knowingly rendered an erroneous certification, the Government may pursue any available remedies, including those under the False Claims Act (31 U.S.C. 3729, et. seq.) or the Administrative False Claims Act (31 U.S.C. §§ 3801–3812).

(e) A dealer, distributor, or other reseller, acting in good faith, may rely upon information provided by an original equipment manufacturer when making any certifications herein. Additionally, it may rely upon commercially reasonable best efforts to identify and utilize generally available data when making any certifications herein.

(f) An original equipment manufacturer may rely upon commercially reasonable due diligence best efforts when making any certifications herein.

(End of clause)

Begin Regulation

552.238-115 Federal Supply Schedule Order-Level Materials Requirements (GSAR Deviation) (Sep 2026)

(a) *Definitions*.

Micro-purchase threshold and *Simplified acquisition threshold* have the meanings provided in FAR 2.101.

Order-level materials (OLMs) has the meaning provided in 538.7101.

(b) *Authorization*. The Contractor must have the OLM SIN on their contract in order to propose and acquire OLMs under this contract.

(1) Unless prohibited by the ordering activity, the Contractor may propose OLMs—

(i) In response to a request for quote (RFQ).

(ii) Upon request by the ordering activity.

(iii) During performance of an order that includes an OLM line item that provides such authorization.

(2) Authorization to acquire OLMs from other Government sources (see FAR 52.208-9, 52.208-90, and 52.208-91) is required, except a separate authorization under FAR 52.208-90 is not required for OLMs acquired from other FSS

contracts.
(b) Limitations.
(1) The Contractor shall not propose or acquire OLMs that:
(i) They are prohibited from offering or selling.
(ii) Fail to comply with the terms and conditions of this contract.
(iii) Knowingly circumvent any limitations on the ordering activity's eligibility or authority to use the Federal Supply Schedule (FSS) program, such as the Cooperative Purchasing program or other initiatives which limit purchases to certain FSS categories.
(2) The Contractor, to the extent practicable, should seek to add frequently used OLMs to their contract or consider entering into a FSS contractor team arrangement.
(c) *Required information*.
(1) The Contractor must provide, at a minimum, the following information for each OLM being proposed:
(i) Description.
(ii) Source (i.e., FSS contract, other Government source, or other source).
(iii) Pricing.
(2) The ordering activity may require the Contractor to provide additional documentation.
(d) *Order of priority*. OLMs should be proposed and acquired in the following order, unless otherwise directed by the ordering activity:
(1) Government sources, including other FSS contracts.
(2) Other sources, such as commercial sources.
(e) *Procedures*. The following procedures apply based on the source used to acquire the OLMs:
(1) *Government sources*. The Contractor must follow the ordering procedures established by the Government source being used to acquire the OLMs.
(2) *Other sources*.
(i) *Acquisitions valued at or below the micro-purchase threshold*. Acquire OLMs from any source that can meet the need.
(ii) *Acquisitions valued above the micro-purchase threshold*. To the maximum extent practicable, acquire OLMs on a competitive basis from the source(s) that can meet the need. If the Contractor is unable to obtain competition, the Contractor must maintain documentation of why competition could not be reasonably obtained.

(End of clause)

Updated Clauses

Begin Regulation

552.223-70 HAZARDOUS SUBSTANCES (MAY 1989)

(a) If the packaged items to be delivered under this contract are of a hazardous substance and ordinarily are intended or considered to be for use as a household item, this contract is subject to the Federal Hazardous Substances Act, as amended (15 U.S.C. 1261-1276), implementing regulations thereof (16 CFR Chapter II(c)), and Federal Standard No. 123, Marking for Shipment (Civil Agencies), issue in effect on the date of this solicitation.

(b) The packaged items to be delivered under this contract are subject to the preparation of shipping documents, the preparation of items for transportation, shipping container construction, package making, package labeling, when required, shipper's certification of compliance, and transport vehicle placarding in accordance with Parts 171 through 178 of 49 CFR and the Hazardous Materials Transportation Act.

(c) The minimum packaging acceptable for packaging Department of Transportation regulated hazardous materials shall be those in 49 CFR 173.

Begin Regulation

552.223-71 NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)

(a) Nonconforming supplies that contain hazardous material or that may expose persons who handle or transport the supplies to hazardous material and which require replacement under the inspection and/or warranty clauses of this contract shall be reshipped to the Contractor at the Contractor's expense. The Contractor agrees to accept return of these nonconforming supplies and to pay all costs occasioned by their return.

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

(c) If the Contractor fails to provide acceptable disposition instructions for the nonconforming supplies within 10 days from the date of the Government's request (or such longer period as may be agreed to between the Contracting Officer and the Contractor), or fails to accept return of the reshipped nonconforming supplies, such failure: (1) may be interpreted as a willful failure to perform, (2) may result in termination of the contract for default and (3) shall be considered by the Contracting Officer in determining the responsibility of the Contractor for any future award (see FAR 9.104-3(b) and 9.406-2).

(d) Pending final resolution of any dispute, the Contractor shall promptly comply with the decision of the Contracting Officer.

Begin Regulation

552.223-73 PRESERVATION, PACKAGING, PACKING, MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (JUN 2015)

(a) *Definition*. *United States*, as used in this clause, means the 48 adjoining U.S. States, Alaska, Hawaii, and U.S. territories and possessions, such as Puerto Rico.

(b) Preservation, packaging, packing, marking and labeling of hazardous materials for export shipment outside the United States in all transport modes shall comply with the following, as applicable:

(1) International Maritime Dangerous Goods (IMDG) Code as established by the International Maritime Organization (IMO).

(2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as Consumer Commodities classed as ORM–D, shall be packaged in accordance with the IMDG Code and dual-marked with both Consumer Commodity and IMDG marking and labeling.)

(3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(4) International Air Transport Association (IATA), Dangerous Goods Regulation and/or International Civil Aviation Organization (ICAO), Technical Instructions.

(5) AFMAN 24–204, Air Force Inter- Service Manual, Preparing Hazardous Materials For Military Air Shipments.

(6) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(c) Preservation, packaging, packing, marking and labeling of hazardous materials for domestic shipments within the United States in all transport modes shall comply with the following; as applicable:

(1) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180.

(2) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(3) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(d) Hazardous Material Packages designated for outside the United States destinations through Forwarding Points, Distribution Centers, or Container Consolidation Points (CCPs) shall comply with the IMDG, IATA, ICAO or AFMAN 24–204 codes, as applicable.

(e) The test certification data showing compliance with performance-oriented packaging or UN-approved packaging requirements shall be made available to GSA contract administration/management representatives or regulatory inspectors upon request.

Begin Regulation

552.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION FAR 52.212-4) (NOV 2025) (ALT I NOV 2025) (GSAR DEVIATION JUL 2026)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference. As used in this clause-

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.

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—

(1) Performed by the contractor;

(2) Performed by the subcontractors; or

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

Materials means—

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

(2) Subcontracts for supplies and incidental services for which there is not a labor

category specified in the contract;

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

(4) 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

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

Subcontract means any contract, as defined in FAR 2.101, 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.

(b)

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract at all places and times before acceptance. 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 (b)(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 (b)(4) and (5) of this clause, 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.

(c) *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.

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

(e) *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 FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(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. Examples of occurrences include 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. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) The due date for making invoice payments by the designated payment of#ce is the later of the following two events:

(1) The 10th day after the designated billing of#ce receives a proper invoice from the Contractor. If the designated billing of#ce fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(2) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(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) *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) 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*. The total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule. 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 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 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 will pay any such increases within 30 days, 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) *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, 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) The Contracting Officer will issue a final decision 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.

(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 part 32 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) 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.

(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 under this contract 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 written request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i), Payments, of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (b)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, 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 under this contract 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) *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; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *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 Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements -Unenforceable Clauses provision. (4) Addenda to this solicitation or contract;

(4) Solicitation provisions incorporated in the solicitation;

(5) Other paragraphs of this clause;

(6) The Standard Form 1449 or 1442 for commercial construction over $35K.

(7) Other documents, exhibits, and attachments

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-De#ciency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or 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 commercial supplier agreement. If the commercial supplier 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 language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemni#cation or any other payment by the Government that is expressly authorized by statute and speci#cally authorized under applicable agency regulations and procedures.
(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

(u) *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.

(v) Commercial supplier agreements unenforceable clauses. When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) Applicability. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR Part 12).

(ii) End user. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) Law and disputes. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a speci#c forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. The supplier shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (e) (Disputes).

(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless speci#cally authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Updating terms.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms: if they are not material. A material change is de#ned as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modi#cation.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) Indemni#cation. Any clause of this agreement requiring the commercial supplier to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) Audits. Any clause of this agreement permitting the commercial supplier to

audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements speci#ed in the underlying Government contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (e) (Disputes) through the Disputes clause at 552.212-4(e); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Of#cer for a determination of applicability prior to invoicing unless speci#cally agreed to otherwise in the Government contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) Con#dential information. If this agreement includes a con#dentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed “con#dential information.” Issues regarding release of “unit pricing” will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any con#dential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained con#dential information will continue to be subject to the con#dentiality obligations of this agreement.

(xiii) Data Privacy. When any supply or service acquired under this contract is subject to any commercial supplier agreement that includes any language, provision, or clause pertaining to data privacy laws of other jurisdictions, the following will apply:

(A) No terms or conditions stated in or incorporated into the commercial supplier agreement impose any obligation on the U.S. Government under the laws of any foreign jurisdiction or any U.S. state pertaining to data protection or data privacy; and

(B) The execution of the commercial supplier agreement by a Federal employee does not imply any waiver by the U.S. Government of sovereign immunity or of any other privilege or immunity under international law or under the laws of any foreign jurisdiction or any U.S. state, and the U.S. Government hereby expressly reserves its right and authority to assert all such privileges and immunities.

(2) If any language, provision, or clause of this agreement con#icts or is inconsistent with the preceding paragraph (v)(1), the language, provisions, or clause of paragraph (v)(1) shall prevail to the extent of such inconsistency.

(End of clause)

Begin Regulation

552.238-80 TRANSACTIONAL DATA AND CONTRACT FEE REQUIREMENTS (GSAR DEVIATION) (SEP 2026)

(a) Definition. *Transactional data*, as used in this clause, means the historical details of the products, services, or solutions provided by the Contractor during the
performance of orders issued against this contract.
(b) *Transactional Data requirements*.

(1) The Contractor must report transactional data using the designated system and in accordance with the instructions at GSA's Transactional Data Reporting webpage.

(2) The Contractor must provide, at no additional cost to GSA, the following transactional data, as applicable:

(i) Contract or Blanket Purchase Agreement (BPA) Number.
(ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).
(iii) Non Federal Entity.
(iv) Description of Deliverable.
(v) Manufacturer Name.
(vi) Manufacturer Part Number.
(vii) Unit of Measure.
(viii) Quantity of Item Sold.
(ix) Universal Product Code.
(x) Price Paid Per Unit.
(xi) Total Price.
(xii) Special Item Number (SIN).
(xiii) Agency Name (for OS4 SINs only).
(xiv) Tier 3 Agency Name (for OS4 SINs only).
(xv) Order Date.
(xvi) Ship Date.
(xvii) Zip Code Shipped To.
(xviii) Federal Customer - Treasury Agency Code.
(xix) Unique Catalog Identifier (UCID).
(xx) Cloud Service Type.
(xxi) Order Type.
(xxii) Order Discount.
(xxiii) Worksite.

(3) The Contractor may provide, at no additional cost to GSA, the following transactional data, as applicable: See GSA's Transactional Data Reporting webpage for more information.

(4) GSA may share transactional data with other Government agencies for official purposes.

(c) *Contract Fee requirements*.

(1) This contract includes one or more contract
fees. The contract fee is paid by the ordering activity, but remitted to GSA by the Contractor.

(2) The Contractor must include applicable contract fee(s) in its contract pricing. Contract fees are to be included in the applicable contract price(s) and

reflected in the total amount charged to ordering activities.
(3) The Contractor must remit the contract fee using the designated system(s) and in accordance with the instructions at the FAS Sales Reporting Portal (SRP).
(4) The Contractor's failure to remit the full amount of the contract fee owed within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the U.S. Government under the terms of FAR subpart 32.6. GSA
may exercise any and all rights under the Debt Collection Improvement Act of 1996,
including withholding or offsetting payments and interest on the debt in accordance
with the clauses at 552.212-4(i)(5) or FAR 52.232-17, as applicable.
(d) *Changes*. GSA may unilaterally change transactional data and contract fee requirements. Changes to transactional data and contract fee requirements, such as instructions and designated system, will be effective immediately. Changes to the contract fee amount or transactional data elements (i.e., the addition or deletion of transactional data elements) will be effective 60 calendar days after notification to the Contractor.
(e) *Right and remedies.* Failure to comply with this clause may result in termination for cause. GSA's rights and remedies provided in this clause are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

Begin Regulation

552.238-82 CONTRACTOR INITIATED MODIFICATIONS (GSAR Deviation) (Sep 2026)

(a) This clause applies to the Contractor's Federal Supply Schedule (FSS) contract. This clause does not apply to orders placed or blanket purchase agreements established under this contract.
(b) To request a contract modification the Contractor must submit a request using the designated system at https://eoffer.gsa.gov/. At a minimum, modification requests must describe the proposed change(s) and provide the rationale for the proposed change(s). Instructions for submitting modification requests are available at https://eoffer.gsa.gov and catalog.gsa.gov.
(c) Modification requests are subject to review and evaluation by the FSS Contracting Officer. Submission of a request is not a guarantee of acceptance. Modifications will only be incorporated into the contract upon written approval by the FSS Contracting Officer.
(d) The effective date of any change to the contract as a result of an approved request will be specified in the contract modification.
(e) GSA reserves the right to unilaterally change the designated system or instructions for submission of modification requests. Such changes will go into effect immediately.

(f) The Contractor must, when applicable, update its pricing and catalog data in accordance with the instructions at [*Insert website or location where this information*
is available] to reflect the changes included in the modification.

(End of clause)

Deleted Clauses

Begin Regulation

552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

Begin Regulation

552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to $1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

Begin Regulation

552.246-78 INSPECTION AT DESTINATION (JUL 2009)

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

Begin Regulation

552.228-5 GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance–Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

Begin Regulation

552.238-107 TRAFFIC RELEASE (SUPPLIES) (MAY 2019)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

Begin Regulation

552.238-109 AUTHENTICATION SUPPLIES AND SERVICES (MAY 2019)

(a) *General background*. (1) The General Services Administration (GSA) established the "Identity and Access Management Services" (IAMS) Program to clearly define the kinds of digital certificates and PKI services that meet the requirements for service providers and supplies that support FISMA-compliant IAM systems deployed by Federal agencies.

(2) Homeland Security Presidential Directive 12 (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors" establishes the requirement for a mandatory Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and Contractor employees assigned to Government contracts in order to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy. Further, the Directive requires the Department of Commerce to promulgate a Federal standard for secure and reliable forms of identification within six months of the date of the Directive. As a result, the National Institute of Standards and Technology (NIST) released Federal Information Processing Standard (FIPS) 201-2: Personal Identity Verification of Federal Employees and Contractors August 2013. FIPS 201-2 requires that the digital certificates incorporated into the Personal Identity Verification (PIV) identity credentials comply with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework. In addition, FIPS 201-2 requires that Federal identity badges referred to as PIV credentials, issued to Federal employees and Contractors comply with the Standard and associated NIST Special Publications 800-73, 800-76, 800-78, and 800-79.

(b) *Special item numbers*. GSA has established the e-Authentication Initiative (see URL: http://www.idmanagement.gov) to provide common infrastructure for the authentication of the public and internal Federal users for logical access to Federal e-Government applications and electronic services. To support the government-wide implementation of HSPD-12 and the Federal e-Authentication Initiative, GSA has established Special Item Numbers (SINs) pertaining to Authentication Products and Services, including Electronic Credentials, Digital Certificates, eAuthentication, Identify and Access Management, PKI Shared Service Providers, and HSPD-12 Product and Service Components.

(c) *Qualification information.*

(1) All Authentication supplies and services must be qualified as being compliant with Government-wide requirements before they will be included on a GSA Information Technology (IT) Schedule contract. The Qualification Requirements and associated evaluation procedures against the Qualification Requirements for each SIN and the specific Qualification Requirements for HSPD-12 implementation components are presented at the following URL: http://www.idmanagement.gov.

(2) In addition, the National Institute of Standards and Technology (NIST) has established the NIST Personal Identity Verification Program (NPIVP) to evaluate integrated circuit chip cards and supplies against conformance requirements contained in FIPS 201. GSA has established the FIPS 201Evaluation Program to evaluate other supplies needed for agency implementation of HSPD-12 requirements where normative requirements are specified in FIPS 201 and to perform card and reader interface testing for interoperability. Products that are approved as FIPS-201 compliant through these evaluation and testing programs may be offered directly through HSPD-12 Supplies and Services Components SIN under the category “Approved FIPS 201-Compliant Products and services.

(d) *Qualification requirements*. Offerors proposing Authentication supplies and services under the established SINs are required to provide the following:

(1) Proposed items must be determined to be compliant with Federal requirements for that SIN. Qualification Requirements and procedures for the evaluation of supplies and services are posted at the URL: http://www.idmanagement.gov. GSA will follow these procedures in qualifying offeror's supplies and services against the Qualification Requirements for applicable to SIN. Offerors must submit all documentation certification letter(s) for Authentication Supplies and Services offerings at the same time as submission of proposal. Award will be dependent upon receipt of official documentation from the Acquisition Program Management Office (APMO) listed below verifying satisfactory qualification against the Qualification Requirements of the proposed SIN(s).

(2) After award, Contractor agrees that certified supplies and services will not be offered under any other SIN on any Federal Supply Schedule

(3) (i) If the Contractor changes the supplies or services previously qualified, GSA may require the Contractor to resubmit the supplies or services for re-qualification.

(ii) If the Federal Government changes the qualification requirements or standards, Contractor must resubmit the supplies and services for re-qualification.

(4) Immediately prior to making an award, Contracting Officers MUST consult the following website to ensure that the supplies and/or services recommended for award under any Authentication Supplies and Services SINs are in compliance with the latest APL qualification standards: www.idmanagement.gov. A dated copy of the applicable page should be made and included with the award documents.

(e) *Demonstrating conformance*.

(1) The Federal Government has established Qualification Requirements for demonstrating conformance with the Standards. The following websites provide additional information regarding the evaluation and qualification processes

(i) For Identify and Access Management Services (IAMS) and PKI Shared Service Provider (SSP) Qualification Requirements and evaluation procedures: http://www.idmanagement.gov;

(ii) For HSPD-12 Product and Service Components Qualification Requirements and

evaluation procedures: http://www.idmanagement.gov;

(iii) For FIPS 201 evaluation program testing and certification procedures: https://www.idmanagement.gov/fips201/.

(f) *Acquisition Program Management Office (APMO*). GSA has established the APMO to provide centralized technical oversight and management regarding the qualification process to industry partners and Federal agencies. Contact the following APMO for information on the eAuthentication Qualification process. Technical, APMO, FIPS 201, and HSPD-12 Points of Contact can be found below, or in an additional attachment to the solicitation.

[*The contracting officer should insert the points of contact information below, unless otherwise included elsewhere in the solicitation*.]

$ownerInsert1

Begin Regulation

552.238-86 DELIVERY SCHEDULE (MAY 2019)

(a) *Time of delivery*. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal business practice. The Government requires the Contractor's normal delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below [*The contracting officer shall insert the solicited items or Special Item Numbers (SIN) as well as a reasonable delivery time that corresponds with each item or SIN, if known*]:

Items or group of items (special item no. or nomenclature)

_____

Government's stated delivery time (days ARO)

_____

Contractor's delivery time

_____

(b) *Expedited delivery times*. For those items that can be delivered quicker than the delivery times in paragraph (a) of this clause, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

Items or group of items (special item no. or nomenclature)

_____

Expedited delivery time (hours/days ARO)

_____

(c) Overnight and 2-Day delivery times. Ordering activities may require overnight or 2-day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

Begin Regulation

552.238-89 DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)

(a) *Applicability*. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) *Mode/method of transportation*. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) *Time of delivery*. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

Begin Regulation

552.238-90 CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

Begin Regulation

552.238-91 MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)

(a) *Responsibility*. It shall be the responsibility of the ordering activity to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract.

(b) *Documentation*. In the event the ordering activity fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the ordering activity and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the prerequisites stated in paragraph (c) of this section.

(c) *Direct shipments*. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

(1) Traffic Management or Transportation Officer at FINAL destination.

(2) Ordering Supply Account Number.

(3) Account number.

(4) Delivery Order or Purchase Order Number.

(5) National Stock Number, if applicable; or Contractor's item number.

(6) Box _____ of _____ Boxes.

(7) Nomenclature (brief description of items).

Begin Regulation

552.238-92 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)

(a) The term “Vendor Managed Inventory” describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with ordering agencies under a Blanket Purchase Agreement.

Begin Regulation

552.238-93 ORDER ACKNOWLEDGMENT (MAY 2019)

Contractors shall acknowledge only those orders which state “Order Acknowledgment Required.” These orders shall be acknowledged within 10 calendar days after receipt. Such acknowledgment shall be sent to the ordering activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

Begin Regulation

552.238-94 ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, the ordering activity is encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within three (3) business days after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

Begin Regulation

552.238-95 SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (MAY 2019)

(a) Offerors are requested to list the hazardous material item to which the separate charge applies in the

spaces provided in this paragraph or on a separate attachment. The final price shall be quoted separately at the order level and, if considered reasonable, will be accepted as part of the order.

ITEMS	
SINS or Descriptive Name of Articles (as appropriate)	Charge for Performance Oriented

(b) Ordering activities will not be obligated to utilize the Contractor's services for Performance Oriented Packaging, and they may obtain such services elsewhere if desired. However, the Contractor shall provide items in Performance Oriented Packaging when such packing is specified on the delivery order. The Contractor's contract price and the charge for Performance Oriented Packaging will be shown as separate entries on the delivery order.

Begin Regulation

552.238-96 SEPARATE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2019) 538.273(d)(20)

(a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate charge for “Delivery Within Consignee's Premises” applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or price list.

(b) Ordering activities are not obligated to issue orders on the basis of “Delivery Within Consignee's Premises,” and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish “Delivery Within Consignee's Premises” at the additional charge awarded. When an ordering activity issues an order on the basis of “Delivery Within Consignee's Premises” at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery “F.o.b. Destination, Within Consignee's Premises” in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the Offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.

(c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify “Delivery Within Consignee's Premises” on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional charge(s) for “Delivery Within Consignee's Premises” will be shown as separate entries on the order..

ITEMS	
(NSNs or Special Item Numbers or Descriptive Name of Articles)	Additional Charge (Per shipping container) FOR “DELIVERY WITHIN CONSIGNEE'S PREMISES”

Begin Regulation

552.238-100 TRANSSHIPMENTS (MAY 2019)

(a) The Contractor shall complete two (2) DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification-used when shipping chemicals, dangerous cargo, etc.

(1) Two copies of the DD Form 1387 will be attached to each shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract.

(2) These forms will be attached to one end and one side, not on the top or bottom, of the container.

(3) The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.)

(b) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387-2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading.

(c) Dangerous cargo will not be intermingled with non-dangerous cargo in the same container.

(d) Copies of the above forms and preparation instructions will be obtained from the ordering activity issuing the Delivery Order. Reproduced copies of the forms are acceptable.

(e) Failure to include DD Form 1387, and DD Form 1387-2, if applicable, on each shipping container will result in rejection of shipment by the port Transportation Officer.

Begin Regulation

552.238-101 FOREIGN TAXES AND DUTIES (MAY 2019)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The Contractor warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt.

(b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, and/or marking are included in the pricing offered and accepted by the Government.

Begin Regulation

552.238-102 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAY 2019)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and price lists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the “Treasury Reporting Rates of Exchange” in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

Begin Regulation

552.238-103 ELECTRONIC COMMERCE (MAY 2019)

(a) General background. The Federal Acquisition Streamlining Act (FASA) of 1994 requires the Government to evolve its acquisition process from one driven by paper to an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI encompasses more than merely automating manual processes and eliminating paper transactions. EC/EDI improves business processes (e.g. procurement, finance, logistics) into a fully electronic environment and fundamentally changes the way organizations operate.

(b) Trading partners and Value-Added Networks (VAN's).

(1) Within the electronic commerce architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and Contractors (now known as “trading partners”). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's).

(2) EDI can be performed using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision Contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If the VAN only provides communications services, you may also need a software translation package.

(c) Registration instructions. To perform EDI with the Government, Contractors shall register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners is the Systems for Award Management (SAM) http://www.sam.gov. Contractors shall follow the instructions on the SAM website regarding how to register for EDI.

(d) Implementation conventions. All EDI transactions must comply with the Federal Implementation Conventions (ICs). The ICs are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at http://www.nist.gov/itl. ICs are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional information. GSA has additional information available for Contractors who are interested in using EC/EDI on its website, http://www.gsa.gov.

(f) GSA Advantage!®.

(1) GSA Advantage!® uses electronic commerce to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments.

GSA Advantage!® enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; Contractor; and generic supply categories.

(ii) Generate EDI delivery orders to Contractors, generate EDI delivery orders from the Federal Supply Service to Contractors, or download files to create their own delivery orders.

(iii) Use the credit card.

(2) GSA Advantage!® may be accessed via the GSA Home Page. The Internet address is: http://www.gsa.gov.

Begin Regulation

552.238-104 DISSEMINATION OF INFORMATION BY CONTRACTOR (MAY 2019)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule contract award documents. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

Begin Regulation

552.238-106 INTERPRETATION OF CONTRACT REQUIREMENTS (MAY 2019)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

Begin Regulation

552.238-70 COVER PAGE FOR WORLDWIDE FEDERAL SUPPLY SCHEDULES (MAY 2019) FOR ALL GEOGRAPHIC AREAS

Solicitation No. $ownerInsert1

Federal Supply Schedule Contract for All Geographic Areas.

(a) Federal Supply Classification (FSC) GROUP: $ownerInsert2
PART: $ownerInsert3
SECTION: $ownerInsert4
SUPPLY: $ownerInsert5
FSC CLASS(ES)/PRODUCT CODE(S)/NAICS: $ownerInsert6

(b) STANDARD INDUSTRY GROUP: $ownerInsert7
SERVICE: $ownerInsert8
SERVICE CODE(S)/NAICS: $ownerInsert9

Begin Regulation

552.238-79 CANCELLATION (MAY 2019)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

Begin Regulation

552.238-83 EXAMINATION OF RECORDS BY GSA (FEDERAL SUPPLY SCHEDULES) (MAY 2019)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the contractor involving transactions related to this contract for overbillings, billing errors, compliance with contract clauses 552.238-81, Price Reductions and 552.238-80, Industrial Funding Fee and Sales Reporting. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

Begin Regulation

552.238-84 DISCOUNTS FOR PROMPT PAYMENT (MAY 2019)

(a) Discounts for early payment (hereinafter referred to as “discounts” or “the discount”) will be considered in evaluating the relationship of the Offeror's concessions to the Government vis-a-vis the Offeror's concessions to its commercial and Federal non-schedule customers, but only to the extent indicated in this clause.

(b) Discounts will not be considered to determine the low Offeror in the situation described in the “Offers on Identical Products” provision of this solicitation.

(c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the “value of funds” rate established by the Department of the Treasury and published quarterly in the Federal Register. The “value of funds” rate applied will be the rate in effect on the date specified for the receipt of offers.

(d) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the ordering activity if payment is made within the discount period specified.

(e) Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

(f) In connection with any discount offered for prompt 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 date on which an electronic funds transfer was made.

Begin Regulation

552.238-85 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2019)

(a) The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to

(1) Comply with the same terms and conditions as the Contractor for sales made under the contract;

(2) Maintain a system of reporting sales under the contract to the manufacturer, which includes

(i) The date of sale;

(ii) The ordering activity to which the sale was made;

(iii) The service or supply/model sold;

(iv) The quantity of each service or supply/model sold;

(v) The price at which it was sold, including discounts; and

(vi) All other significant sales data.

(3) Be subject to audit by the Government, with respect to sales made under the contract; and

(4) Place orders and accept payments in the name of the Contractor in care of the dealer.

(b) An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

Begin Regulation

552.238-87 DELIVERY PRICES (MAY 2019)

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall place the notation “Delivery Service Requested” on bills of lading covering such shipments, and pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1) of this section.

(3) Delivery to the freight station nearest destination when delivery is not covered under

paragraph (a)(1) or (2) of this section.

(b) The Offeror shall indicate in the offer whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

Begin Regulation

552.238-97 PARTS AND SERVICE (MAY 2019)

(a) For equipment under items listed in the schedule of items or services on which offers are submitted, the Contractor represents by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.

(b) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

(c) Contractors are requested to provide the Ordering Activity, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

Begin Regulation

552.238-98 CLAUSES FOR OVERSEAS COVERAGE (MAY 2019)

(a) 52.214-34 Submission of Offers in the English Language

(b) 52.214-35 Submission of Offers in U.S. Currency

(c) 552.238-90 Characteristics of Electric Current

(d) 552.238-91 Marking and Documentation Requirements Per Shipment

(e) 552.238-97 Parts and Service

(f) 552.238-99 Delivery Prices Overseas

(g) 552.238-100 Transshipments

(h) 552.238-101 Foreign Taxes and Duties

(i) 52.247-34 FOB Destination

(j) 52.247-38 FOB Inland Carrier, Point of Exportation

(k) 52.247-39 FOB Inland Point, Country of Importation

Begin Regulation

552.238-99 DELIVERY PRICES OVERSEAS (MAY 2019)

(a) Prices offered must cover delivery to destinations as provided as follows:

(1) Direct delivery to consignee. F.O.B. Inland Point, Country of Importation (FAR 52.247-39). (Offeror should indicate countries where direct delivery will be provided.)

(2) Delivery to overseas assembly point for transshipment when specified by the ordering activity, if delivery is not covered under paragraph (1), above.

(3) Delivery to the overseas port of entry when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) Geographic area(s)/countries/zones which are intended to be covered must be identified in the offer.

Begin Regulation

552.238-77 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LISTS (MAR 2020)

(a) The Contractor shall submit its Authorized Federal Supply Schedule Price List on a common-use electronic medium as prescribed by GSA. Some structured data entry in a prescribed format may be required.

(b) Eligible ordering activities will utilize GSA’s online shopping and ordering system to review a Contractors’ price lists.

End of clause

Begin Regulation

552.238-111 ENVIRONMENTAL PROTECTION AGENCY REGISTRATION REQUIREMENT (JAN 2022)

(a) With respect to the products described in this solicitation which require registration with the

Environmental Protection Agency (EPA), as required by the Federal Insecticide, Fungicide, and Rodenticide Act, Section 3, Registration of Pesticides, awards will be made only for such products that have been assigned an EPA registration number, prior to the time of bid opening.

(b) The offeror shall insert in the spaces provided in this section, the manufacturer's and/or distributor's name and the “EPA Registration Number” for each item offered. Any offer which does not specify a current “EPA Registration Number” in effect for the duration of the contract period, and including the manufacturer's and/or distributor's name will be rejected.

Items			
Item Numbers	Name of Manufacturer / Distributor	EPA Registration Number	Date of Expiration

(c) If, during the performance of a contract awarded as a result of this solicitation, the EPA Registration Number for products being furnished is terminated, withdrawn, canceled, or suspended, and such action does not arise out of causes beyond the control, and with the fault or negligence of the Contractor or subcontractor, the Government may terminate the contract pursuant to either the Default Clause or Termination for Cause Paragraph (contained in the clause 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services), whichever is applicable to the resultant contract.

Begin Regulation

552.238-78 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (JAN 2022)

(a) Several laws, Executive orders, and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

(b) *Definitions*. As used in this clause —

“Energy-efficient product” means a product that–

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR® trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

“GSA Advantage!” is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

“Other environmental attributes” refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

"Post-consumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is part of the broader category of "recovered material." The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and http://www.epa.gov/cpg/).

"Recovered materials" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903(19) and http://www.epa.gov/cpg/). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962(h)).

"Remanufactured" means factory rebuilt to original specifications.

"Renewable energy" means energy produced by solar, wind, geothermal, and biomass power

"Renewable energy technology" means –

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c) Identification Requirements.

(1) The offeror must identify products that —

(i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (http://www.epa.gov/cpg/);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and http://www.epa.gov/cpg/);

(iii) Are energy-efficient, as defined by either ENERGY STAR® and/or FEMP's designated top 25th percentile levels (see ENERGY STAR® at http://www.energystar.gov/ and FEMP at http://www.eere.energy.gov/femp/procurement/);

(iv) Are water-efficient

(v) Use renewable energy technology;

(vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

(i) The offer itself.

(ii) Printed commercial catalogs, brochures, and pricelists.

(iii) Online product website.

(iv) Electronic data submission for GSA Advantage! submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that are translated into respective icons in GSA Advantage!.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an product's environmental attribute on the basis of—

(1) Participation in a Federal agency sponsored program (e.g., the EPA and DOE ENERGY STAR® product labeling program);

(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be “competent and reliable,” it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

Begin Regulation

552.238-116 OPTION TO EXTEND THE TERM OF THE FSS CONTRACT (MAR 2022)

(a) The Government may require continued performance of this contract for an additional 5 year period. This option may be exercised up to three times.

(b) The Contracting Officer may exercise the option by providing written notice to the Contractor 30 days before the contract expires.

(End of Clause)

Begin Regulation

552.238-73 IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES (MAR 2022)

(a) Definitions.

"Electronic office equipment accessibility” means the application/configuration of electronic office equipment (includes hardware, software and firmware) in a manner that accommodates the functional limitations of individuals with disabilities so as to promote productivity and provide access to work related and/or public information resources.

"Individuals with Disabilities" mean qualified individuals with impairments as cited in 29 U.S.C. 705(20) who can benefit from electronic office equipment accessibility.

"Special peripheral" means a special needs aid that provides access to electronic equipment that is

otherwise inaccessible to individuals with disabilities.

(b) The offeror is encouraged to identify in its offer, and include in any commercial catalogs and pricelists accepted by the Contracting Officer, office equipment, including any special peripheral, that will facilitate electronic office equipment accessibility for individuals with disabilities. Identification should include the type of disability accommodated and how the users with that disability would be helped.

End of clause

Begin Regulation

552.238-199 SPECIAL ORDERING PROCEDURES APPLICABLE WHEN PROCURING CLOUD COMPUTING ON A CONSUMPTION BASIS (MAR 2022)

(a) Definitions.

(1) “Capital asset” has the meaning given the term by Office of Management and Budget (OMB) Circular A-11 Capital Programming Guide and any amendatory or superseding document(s) thereto.

(2) “Cloud computing” has the meaning given the term by the National Institute of Standards and Technology in Special Publication (SP) 800–145 and any amendatory or superseding document(s) thereto.

(3) “Consumption basis” or “consumption-based” means any offering that is metered with charges that accrue on a predetermined periodic basis (e.g., per second, minute, hour, week, month, or another per-unit basis) and is billed based on actual usage during an elapsed period with predetermined pricing or discounts.

(4) “Requirements task order” means a task order that provides for filling all actual purchase requirements of a designated Ordering Activity during a specified contract period, with performance by the Contractor being scheduled when the Ordering Activity awards, or exercises options for, individual contract line items (CLINs) under the task order.

(i) This task order type is appropriate when the Ordering Activity anticipates recurring requirements but cannot predetermine the precise quantities of services that it will need during a definite period.

(ii) A requirements task order issued under a FSS contract is a single contract award as defined FAR 2.101. Individual CLINs executed and funded under this task order type are not considered to be second-tier instruments issued under the awarded task order.

(iii) A requirements task order is not a requirements contract as described at FAR 16.503.

(b) Ordering procedures.

(1) FAR 8.403(b) provides that GSA may establish special ordering procedures for a particular FSS offering.

(2) The procedures in FAR subpart 8.4 apply to this contract, with the exceptions listed in this clause. If a requirement in this clause is inconsistent with FAR subpart 8.4, this clause takes precedence pursuant to FAR 8.403(b).

(c) Applicability.

(1) The Ordering Activity Contracting Officer shall follow the procedures contained within this clause when placing an incrementally funded task order under this contract for cloud computing services on a consumption basis.

(2) The Ordering Activity Contracting Officer is permitted, but not required to use the procedures contained within this clause for task orders that are not incrementally funded.

(3) The Ordering Activity Contracting Officer shall not use the procedures contained within this clause for the acquisition, maintenance, or modification of capital assets.

(d) Pricing.

(1) The Ordering Activity Contracting Officer shall establish a task order ceiling price for all estimated requirements.

(2) All cloud computing services offered under this FSS contract are considered fixed-price.

(e) Task order type.

The Ordering Activity Contracting Officer shall use a requirements task order for cloud computing services procured on a consumption basis in accordance with this clause.

(1) This task order type may include other contract types, such as firm-fixed-price, when procuring other offerings under this contract that are not being procured on a consumption-basis.
(2) Estimates for cloud computing services to be procured on a consumption basis.
(i) The Ordering Activity Contracting Officer must state a realistic estimate of—
(A) The consumption of cloud computing services in the task order solicitation; and
(B) The total amount in dollars to be expended on cloud consumption in the task order.
(ii) This estimate is not a representation to an Offeror or Contractor that the estimated consumption will be required or ordered, or that conditions affecting requirements will be stable or normal.
(iii) The Ordering Activity Contracting Officer may obtain the estimate from records of previous requirements and consumption, or by other means, and should base the estimate on the most current information available.
(iv) If the Government's requirements do not meet this estimate, that fact shall not constitute the basis for an equitable price adjustment.
(3) All CLINs within the task order must include a defined scope with all services priced at the time of award.
(f) Incremental funding.
(1) The Ordering Activity may allot funds incrementally as the bona fide need arises for predefined and established fixed-priced procurement requirements on individual CLINs.
(2) The Ordering Activity shall ensure sufficient funds are allotted to the task order—
(i) At the time of award to cover the total amount payable to the Contractor for the awarded CLIN(s); and
(ii) At the time an optional CLIN is exercised to cover the total amount payable to the Contractor for that optional CLIN.
(3) Nothing in this clause shall be construed to supersede the Ordering Activity's contract funding policies.
(g) Consumption monitoring.
(1) The Contractor shall—
(i) Provide, at no additional cost to the Government, access to tools that enable the Government to track its usage of cloud computing services offered on a consumption basis; or
(ii) Notify the Ordering Activity Contracting Officer when total consumption reaches—
(A) 50 percent and 75 percent of the ceiling price for each CLIN for consumption-based cloud computing services, or other milestones as agreed upon by the Contractor and the Ordering Activity Contracting Officer; and
(B) 50 percent and 75 percent of the task order ceiling price, or other milestones as agreed upon by the Contractor and the Ordering Activity Contracting Officer.
(2) The Ordering Activity Contracting Officer shall determine that the consumption monitoring capabilities offered by the Contractor will enable the Government to adequately track its incurred costs before awarding a task order in accordance with this clause.
(h) Limitation of funds.
(1) The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the task order, and the Contractor shall not be obligated to continue performance if doing so would exceed the ceiling price set forth in the task order.
(2) The Ordering Activity Contracting Officer may use a Limitation of Funds clause when CLINs under the task order are incrementally funded.
(i) Scope reviews.
(1) The Ordering Activity Contracting Officer is encouraged to request a scope review from the GSA Federal Acquisition Service (FAS) Office of Information Technology Category (ITC) before placing a task order in accordance with these special ordering procedures.
(2) The purpose of a scope review is to analyze whether the planned acquisition is—
(i) compatible with the scope of Special Item Number (SIN) 518210C (previously 132-40) or successor SINs;
(ii) utilizing recommended best practices; and

(iii) not for the acquisition, maintenance, or modification of capital assets.
(3) The Ordering Activity Contracting Officer may request a scope review by contacting FAS ITC at
cloud-sin-rfi@gsa.gov.

(End of Clause)

Begin Regulation

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (DEC 2022)

(a) *Security clearances*. The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule (MAS).

(b) *Travel*. The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by FAR part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under MAS. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does not apply to travel and per diem charges.

(c) *Certifications, licenses and accreditations*. As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses, and accreditations for specific Federal Supply Code (FSC)/Product Service Code (PSC) classifications offered. All costs associated with obtaining/ possessing such certifications, licenses, and accreditations should be factored into the price offered under MAS.

(d) *Insurance*. As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/PSC classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under MAS.

(e) *Personnel*. The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering agencies may require prior approval of additions or replacements to key personnel.

(f) *Organizational conflicts of interest*. Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such an order may be restricted in accordance with FAR part 9.5.

(g) *Documentation/Standards*. The Contractor may be requested to provide products or services in accordance with rules, regulations, Office of Management and Budget orders, standards and documentation as specified by the order.

(h) *Data/Deliverable requirements*. Any required data/deliverables at the order level will be specified or negotiated by the ordering agency.

(i) *Government-furnished property*. As specified by the order, the Government may provide property, equipment, materials or resources as necessary.

(j) *Availability of funds*. Many ordering agencies operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) *Overtime*. For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

(End of clause)

Begin Regulation

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (DEC 2022)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with GSAR clause 52.238-80, Industrial Funding Fee and Sales Reporting (i.e., each contractor participating in a contractor team arrangement must report sales and remit the Industrial Funding Fee for all products and services provided under its individual contract).

(End of clause)

Begin Regulation

I-FSS-970 TRANSACTIONAL FEE AND SALES REPORTING (DEC 2022)

(a) The Contractor shall report the total number of transactions for applicable Special Items Numbers (SINS) made under this contract by calendar quarter.

(b) The Contractor shall remit a fee per transaction at the rate set by GSA as follows:

(1) The Contractor shall remit the transactional fee(s) in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The transactional fee represents a set fee per transaction. This fee is set at the discretion of GSA, who has the unilateral right to change the fee at any time. The transactional fee covers an additional level of service that is provided by GSA to the Contractor.

(d) All other terms of GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting, apply.

(End of clause)

Begin Regulation

I-FSS-106 GUARANTEED MINIMUM (DEC 2022)

(a) The guaranteed minimum that the Government agrees to order during the period of this contract is $2,500. If the Contractor receives total orders for less than $2,500 during the term of the contract, the Government will pay the difference between the amount ordered and $2,500.

(b) Payment of any amount due under this clause shall be contingent upon the Contractor’s timely submission of reportable sales and fees and receipt of the close-out sales report pursuant to GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting.

(c) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

Begin Regulation

552.238-110 COMMERCIAL SATELLITE COMMUNICATION (COMSATCOM) SERVICES (MAY 2023)

(a) *General background.* A Special Item Number (SIN) has been established for Commercial Satellite Communications (COMSATCOM) services, focused on transponded capacity and fixed and mobile subscription services, to make available common COMSATCOM services to all Ordering Activities.

(b) *Information assurance*.

(1) The Contractor shall demonstrate, to the maximum extent practicable, the ability to meet:

(i) The Committee on National Security Systems Policy (CNSSP) 12, “National Information Assurance Policy for Space Systems used to Support National Security Missions,” or

(ii) Department of Defense Directive (DoDD) 8581.1, “Information Assurance (IA) Policy for Space Systems Used by the Department of Defense.”

(2) The Contractor shall demonstrate the ability to comply with the Federal Information Security Management Act of 2002 as implemented by Federal Information Processing Standards Publication 200 (FIPS 200), “Minimum Security Requirements for Federal Information and Information Systems.” In response to ordering activity requirements, at a minimum, all services shall meet the requirements assigned against:

(i) A low-impact information system (per FIPS 200) that is described in the current revision of National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, “Recommended Security Controls for Federal Information Systems and Organizations,” or

(ii) A Mission Assurance Category (MAC) III system that is described in the current revision of DoD Instruction (DoDI) 8500.2, “Information Assurance Implementation.”

(3) The Contractor's information assurance boundary is where the Contractor's services connect to the user terminals/equipment (i.e., includes satellite command encryption (ground and space); systems used in the Satellite Operations Centers (SOCs), Network Operations Centers (NOCs) and teleport; and terrestrial infrastructure required for service delivery).

(c) *Delivery schedule*. The Contractor shall deliver COMSATCOM services in accordance with 552.238-86.

(d) *Portability.* The Contractor shall have the capability to redeploy COMSATCOM services, subject to availability. Portability shall be provided within the COMSATCOM Contractor's resources at any time as requested by the ordering activity. When portability is exercised, evidence of equivalent net present value (NPV) shall be provided by the Contractor.

(e) *Flexibility/optimization.* The Contractor shall have the capability to re-groom resources for spectral, operational, or price efficiencies. Flexibility/optimization shall be provided within the COMSATCOM Contractor's resources at any time as requested by the ordering activity. When flexibility/optimization is exercised, evidence of equivalent net present value (NPV) shall be provided by the Contractor. The Contractor is encouraged to submit re-grooming approaches for ordering activity consideration that

may increase efficiencies for existing COMSATCOM services.

(f) *Net ready (interoperability).* COMSATCOM services shall be consistent with commercial standards and practices. Services shall have the capability to access and/or interoperate with Government or other Commercial teleports/gateways and provide enterprise service access to or among networks or enclaves. Interfaces may be identified as interoperable on the basis of participation in a sponsored interoperability program.

(g) *Network monitoring (Net OPS).* The Contractor shall have the capability to electronically collect and deliver near real-time monitoring, fault/incident/outage reporting, and information access to ensure effective and efficient operations, performance, and availability, consistent with commercial practices. Consistent with the Contractor's standard management practices, the Net Ops information will be provided on a frequency (example: every 6 hours, daily) and format (example: SNMP, XML) as defined in a requirement to a location/entity/electronic interface defined by the ordering activity. Specific reporting requirements will be defined by the Ordering Activity.

(h) *EMI/RFI identification, characterization, and geo-location*. The Contractor shall have the capability to collect and electronically report in near real-time Electro Magnetic Interference (EMI) / Radio Frequency Interference (RFI) identification, characterization, and geo-location, including the ability to identify and characterize sub-carrier EMI/RFI being transmitted underneath an authorized carrier, and the ability to geo-locate the source of any and all EMI/RFI. The Contractor shall establish and use with the ordering activity a mutually agreed upon media and voice communications capability capable of protecting “Sensitive, but Unclassified” data.

(i) *Security*. (1) The Contractor may be required to obtain/possess varying levels of personnel and facility security clearances up to U.S. Government TOP SECRET/Sensitive Compartmented Information (TS/SCI) or equivalent clearances assigned by the National Security Authority of a NATO Member State or Major Non-NATO Ally.

(2) For incident resolution involving classified matters, the Contractor shall provide appropriately cleared staff who can affect COMSATCOM services operations (example: satellite payload operations, network operations). The Contractor shall provide a minimum of one operations staff member AND a minimum of one person with the authority to commit the company if resolution requires business impacting decisions (example: Chief Executive Officer, Chief Operations Officer, etc.).

(3) When Communications Security or Transmission Security equipment or keying material is placed in the equipment/terminal shelter, the Contractor shall ensure compliance with applicable physical security directives/guidelines and that all deployed equipment/terminal operations and maintenance personnel shall possess the appropriate clearances, equal to or higher than the classification level of the data being transmitted. Where local regulations require use of foreign personnel for terminal operations and maintenance, then the Contractor shall ensure compliance with applicable security directives/guidelines and document to the U.S. Government's satisfaction that protective measures are in place and such individuals have equivalent clearances granted by the local host nation.

(4) For classified operations security (OPSEC), the Contractor shall ensure that all personnel in direct contact with classified OPSEC indicators (example: the unit, location, and time of operations) have U.S. SECRET or higher personnel security clearances, or, as appropriate, equivalent clearances assigned by the National Security Authority of a NATO Member State or Major Non-NATO Ally, in accordance with applicable security directives and guidelines.

(5) For classified requirements, cleared satellite operator staff must have access to secure voice communications for emergency purposes. Communications security equipment certified by the National Security Agency (NSA) to secure unclassified and up to and including SECRET communication transmissions at all operations centers is preferred. If a Contractor is unable to have access to NSA-approved communications security equipment at its operations centers, then a combination of a “Sensitive but Unclassified” (SBU) cryptographic module approved by the

U.S. National Institute for Standards and Technology and pre-arranged access to National Security Agency-approved communications security equipment at an agreed alternate facility is acceptable.

(6) The Contractor shall have the capability to “mask” or “protect” users against unauthorized release of identifying information to any entity that could compromise operations security. Identifying information includes but is not limited to personal user and/or unit information including tail numbers, unit names, unit numbers, individual names, individual contact numbers, street addresses, etc.

(j) *Third party billing for COMSATCOM subscription services*. The Contractor shall identify authorized network infrastructure for the ordering activity. In some cases, the user of the terminal may access network infrastructure owned or operated by a third party. In the event a terminal is used on a third party's network infrastructure, the Contractor shall provide to the ordering activity, invoices and documentation reflecting actual usage amount and third party charges incurred. The ordering activity shall be billed the actual third party charges incurred, or the contract third party billing price, whichever is less.

Begin Regulation

552.238-117 PRICE ADJUSTMENT—FAILURE TO PROVIDE ACCURATE INFORMATION (OCT 2023)

(a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:

(1) provide information required by this solicitation/contract or otherwise requested by the Government; or

(2) submit information that was current, accurate, and complete; or

(3) disclose changes in the Contractor’s commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.

(b) The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.

(c) If any reduction in the contract price under this clause reduces the price for items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States—

(1) The amount of the overpayment; and

(2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26 U.S.C.6621(a)(2).

(d) Failure to agree on the amount of the decrease shall be resolved as a dispute.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

Begin Regulation

I-FSS-639 CONTRACT SALES CRITERIA (SEP 2023)

The Federal Supply Schedule (FSS) Contracting Officer may decide not to exercise the first option to extend the term of the contract if the Contractor’s reported sales are not expected to exceed $100,000 within the first 60 months following contract award. The FSS Contracting Officer may decide not to exercise subsequent options to extend the term of the contract if the Contractor's reported sales did not exceed $125,000 each 60 month period thereafter.

(End of clause)

Begin Regulation

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITIONS OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2023)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial products, including commercial components, and commercial services. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The Contracting Officer should check the clauses in paragraph (b) that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity. The GSAR clauses[ ]in paragraph (b) of this section are incorporated by reference.

(b) Clauses.

$ownerInsert1 552.203-71 Restriction on Advertising

$ownerInsert2 552.211-73 Marking

$ownerInsert3 552.219-70 Allocation of Orders—Partially Set-Aside Items

$ownerInsert4 552.229-70 Federal, State, and Local Taxes

$ownerInsert5 552.232-72 Final Payment Under Building Services Contracts

$ownerInsert6 552.237-71 Qualifications of Employees

$ownerInsert7 552.242-70 Status Report of Orders and Shipments

(End of Clause)

Begin Regulation

552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL

PRODUCTS AND COMMERCIAL SERVICES (OCT 2023)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The contracting officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the lists in paragraphs (a) and (b). The contracting officer may add the date of the provision or clause if desired for clarity. The GSAR following provisions in paragraph (a) and GSAR clauses [in paragraph (b)] are incorporated by reference.

(a) Provisions.

$ownerInsert1 552.223-72 Hazardous Material Information

(b) Clauses.

* _____* 552.215-70 Examination of Records by GSA

$ownerInsert2 552.223-70 Hazardous Substances.

$ownerInsert3 552.223-71 Nonconforming Hazardous Material.

$ownerInsert4 552.223-73 Preservation, Packaging, Packing, Marking and Labeling of Hazardous Materials (HAZMAT) for Shipments.

$ownerInsert5 552.232-23 Assignment of Claims

(End of Clause)

Begin Regulation

552.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION FAR 52.212-4) (JAN 2023)

(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) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(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.

(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; 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, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements -Unenforceable Clauses provision.

(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 commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or 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 language, provision, or 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 commercial supplier agreement. If the commercial supplier 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 language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment 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.

(w) *Commercial supplier agreements unenforceable clauses.*When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR 12).

(ii) *End user*. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).c

(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms*.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms: if they are not material. A material change is defined as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification.* Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the

sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits*. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) (B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes) through the Disputes clause at 552.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed “confidential information.” Issues regarding release of “unit pricing” will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of clause)

Begin Regulation

552.238-105 DELIVERIES BEYOND THE CONTRACTUAL PERIOD - PLACING OF ORDERS (MAR 2024)

n accordance with the GSAR clause at 552.238-113, Authorities Supporting Use of Federal Supply Schedule Contracts, this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply or operations by permitting

ordering activities to place orders as requirements arise in the normal course of operations. Accordingly, any order mailed (or received, if forwarded by other 7 means than through the mail) to the Contractor on or before the expiration date of the contract and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

(End of clause)

Begin Regulation

552.238-113 AUTHORITIES SUPPORTING USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS (MAR 2024)

(a) Ordering activities are able to use Federal Supply Schedule (FSS) contracts based upon a number of statutes, regulations, and other authorities. Authorities allowing ordering activities use of FSS contracts include, but are not limited to:.

(1) 25 U.S.C. 1660g(e), which provides for the use by urban Indian organizations, as defined in 25 U.S.C. 1603, for the purposes of carrying out a contract or grant pursuant to 25 U.S.C. chapter 18, subchapter IV.

(2) 25 U.S.C. 2507, which provides for the use by tribally controlled schools, as defined in 25 U.S.C. 2511, for the purposes of carrying out a grant pursuant to 25 U.S.C. chapter 27 (known as the Tribally Controlled Schools Act).

(3) 25 U.S.C. 4111(j), which provides for the use by Indian Tribes, as defined in 25 U.S.C. 4103, and tribally designated housing entities, as defined in 25 U.S.C. 4103, for the purposes of carrying out a contract, grant, or cooperative agreement pursuant to 25 U.S.C. chapter 43 (known as the Native American Housing Assistance and Self Determination Act (NAHASDA)).

(4) 25 U.S.C. 5324(k), which provides for the use by Tribal organizations, as defined in 25 U.S.C 5304, for the purposes of carrying out a contract, grant, or cooperative agreement pursuant to 25 U.S.C. chapter 46 (known as the Indian Self-Determination and Education Assistance Act (ISDEAA)).

(5) 25 U.S.C. 5370 and 25 U.S.C. 5396, which provides for the use by Indian Tribes, as defined in 25 U.S.C. 5304, for the purpose of carrying out a compact or funding agreement pursuant to 25 U.S.C. chapter 46 (known as ISDEAA).

(6) 40 U.S.C. 113(d), which provides for the use by the Senate, the House of Representatives, and the Architect of the Capitol (including any building, activity, or function under the direction of the Architect of the Capitol).

(7) 40 U.S.C. 501, which provides for the use by executive agencies as defined in 5 U.S.C. 105.

(8) 40 U.S.C. 502(a), which provides for the use by Federal agencies as defined in 40 U.S.C. 102, the District of Columbia, and mixed-ownership Government corporations as defined in 31 U.S.C. 9101.

(9) 40 U.S.C. 502(b), which provides for the use by qualified nonprofit agencies for other severely disabled, as defined in 41 U.S.C. 8501(6), and qualified nonprofit agencies for the blind, as defined in 41 U.S.C. 8501(7), for the purposes of making or providing to the Government a commodity or service that has been determined by the Committee for Purchase From People Who Are Blind or Severely Disabled under 41 U.S.C. 8503 to be suitable for procurement by the Government.

(10) 40 U.S.C. 502(c), which provides for the use by State or local governments, as defined in 40

U.S.C. 502(c)(3)(A), for the purpose of purchasing the types of supplies and services described in 40 U.S.C. 502(c). The types of supplies and services described in 40 U.S.C. 502(c) are limited to those available in the Information Technology Category and the Security and Protection Category (or any successor categories). The GSA program implementing this authority is the Cooperative Purchasing program.

(11) 40 U.S.C. 502(d), which provides for the use by State or local governments, as defined in 40 U.S.C. 502(c)(3)(A), for the purposes of facilitating disaster preparedness or response, facilitating recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), or facilitating recovery from terrorism, nuclear, biological, chemical, or radiological attack. The GSA program implementing this authority is the Disaster Purchasing program.

(12) 40 U.S.C. 502(e), which provides for the use by the American National Red Cross and other qualified organizations, as defined in 40 U.S.C. 502(e)(3). Purchases under this authority by the American National Red Cross shall be used in furtherance of the purposes of the American National Red Cross set forth in 36 U.S.C. 300102. Purchases under this authority by other qualified organizations shall be used in furtherance of purposes determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency.

(13) 42 U.S.C. 247d, which provides for the use by State or local governments, as defined in 40 U.S.C.502(c)(3)(A), when a public health emergency has been declared by the Secretary of Health and Human Services under section 319 of the Public Health Services Act. The GSA program implementing this authority is the Public Health Emergencies program.

(14) FAR subpart 51.1, which provides for the use by contractors, including subcontractors, when such use is authorized pursuant to FAR subpart 51.1.

(End of clause)

Begin Regulation

552.238-114 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (MAR 2024)

(a) Definition — Non-Federal entity, as used in this clause, means any State, local, territorial, or Tribal government, or any instrumentality thereof (including any local educational agency or institution of higher education); and any other non-Federal organization (e.g., a qualified nonprofit agency as defined in 40 U.S.C. 502(b)

(b) Responsibilities. Eligible non-Federal entities are responsible for complying with—

(1) FSS ordering guidance. Information about GSA's FSS contracts, including ordering guidance is available at https://www.gsa.gov/schedules

(2) Any conditions of the underlying authority(ies) supporting the use of FSS contracts (e.g., 40 U.S.C. 502(c) limits purchases to specific supplies and services available under FSS contracts).

(c) Acceptance. (1) The Contractor is encouraged, but not obligated, to accept orders from eligible non-Federal entities under this contract. The Contractor may, within 5 business days of receipt of an order, reject an order from an eligible non-Federal entity for any reason. However,

purchase card orders must be rejected within 24 hours of receipt of the order. Failure to reject an order within these timeframes shall constitute acceptance.

(2) The Contractor is encouraged, but not obligated, to enter into blanket purchase agreements (BPAs) with eligible non-Federal entities under the terms of this contract. The Contractor should respond to any requests to enter into a BPA within 5 business days of receipt of the request.

(d) Conditions of acceptance. If the Contractor accepts an order from or enters into a BPA with an eligible non-Federal entity under this contract, the following conditions apply:

(1) For orders, a separate contract is formed between the Contractor and the eligible non-Federal entity (herein “the parties”). For BPAs, a separate agreement is formed between the parties.

(2) The resultant order or BPA shall incorporate by reference all the terms and conditions of this contract except for:

(i)FAR clause 52.233-1, Disputes, and

(ii)Paragraphs (d) Disputes, (h) Patent indemnity, and (r) Compliance with laws unique to Government contracts, of GSAR clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services.

(3) The U.S. Government is not liable for the performance or nonperformance of any order or BPA entered into under this contract by the parties. Disputes which cannot be resolved by the parties may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations, and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, the parties are encouraged to resolve disputes through alternative dispute resolution.

(4) Neither party will look to, primarily or in any secondary capacity, or file any claim against the U.S. Government or any of its agencies with respect to any failure of performance by the other party.

(e) Additional terms and conditions. Terms and conditions required by statute, ordinance, regulation, or as otherwise required by an eligible non-Federal entity may be made a part of an order or a BPA to the extent that these terms and conditions do not conflict with the terms and conditions of this contract. The Contractor should review any such additional terms and conditions prior to accepting an order or entering into a BPA with an eligible non-Federal entity.

(f) Payment. (1) The Contractor is responsible for obtaining all payments due to the Contractor from the eligible non-Federal entity under the terms and conditions of the order or the BPA entered into under this contract, without recourse to the U.S. Government or any of its agencies that awarded this contract or administer this contract.

(2) If an eligible non-Federal entity is subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such entities. If an eligible non-Federal entity is not subject to a State prompt payment law, the terms and conditions of paragraph (i) of the GSAR clause at 552.212-4, apply to such entities in the same manner as to Federal entities.

(g) Fee and sales reporting. The requirements of the GSAR clause at 552.238-80, Industrial Funding Fee and Sales Reporting, apply to any sales to eligible non-Federal entities under this contract.

(End of clause)

Begin Regulation

552.238-88 GSA ADVANTAGE!®. (JULY 2024)

(a) The Contractor shall participate in the GSA Advantage!® online shopping service. Information and instructions regarding Contractor participation are contained in clause 552.238-103, Electronic Commerce.

(b) The Contractor shall refer to contract clauses 552.238-77, Submission and Distribution of Authorized FSS Price Lists (which provides for submission of price lists on a common-use electronic medium), and 552.238-82, Modifications (which addresses electronic file updates).

(c) Single-use plastic (SUP) free packaging icon. Contractors are encouraged to utilize the GSA Advantage!® single-use plastic (SUP) free packaging icon when applicable (see 552.238-118). The offeror may include in their price list if the contractor is providing SUP free packaging (either for shipping or as part of the product packaging) at either a price premium or discount (see 552.238-119).

(End of clause)

Begin Regulation

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

552.238-119 SINGLE-USE PLASTIC (SUP) FREE PACKAGING AVAILABILITY (JUL 2024)

(a) Definitions. As used in this clause—

Single-use plastic (SUP) packaging means any plastic used for the containment, protection, handling, delivery, or presentation of goods by a producer for a consumer with the intent of being used once and then discarded, recycled or disposed of immediately after its contents have been used or unpackaged, and typically not refilled or otherwise reused by the producer. Packaging includes, but is not limited to brand packaging, grouped packaging, shipping packaging, ancillary packaging, and redundant packaging.

Single-use plastic (SUP) free packaging means product or shipping containment materials free of single-use plastic. Other attributes of single-use plastic free packaging may include the following: use of minimal materials, will be reused multiple times, or produces less emissions compared to traditional manufacturing or distribution. These additional attributes alone do not qualify as SUP free. Examples may include, but are not limited, to corrugated cardboard, paper products, and paper backed tape.

(b) General. The Contractor, in connection with this contract, is encouraged to—

(1) Evaluate their products for redundant or unnecessary packaging that can be eliminated without affecting quality.

(2) Package all products for shipment according to the Government's instructions or, if there are no instructions, in a manner sufficient to ensure that the products are delivered in undamaged condition with as little plastic waste material as possible.

(3) Limit the use of plastic packaging materials that have a high likelihood of not being reused or recycled, as appropriate (e.g., plastic casing or wrapping).

(4) Adopt SUP free packaging to the maximum extent practicable, as appropriate.

(c) Procedures.

(1) Price premiums and discounts. For any single-use plastic (SUP) free packaging identified per 552.238-118, Single-use Plastic (SUP) Free Packaging Identification, the Contractor may include in the submitted price list (see the Schedule, also referred to as MAS, solicitation instructions for submitting price list SUP free packaging). The submitted FSS contract price list may include a separate means of displaying information regarding product packaging. If the Contractor is providing SUP free packaging at either a price premium or discount, this should be clearly identified in the submitted price list.

(2) Submission requirements. As additional SUP free packaging becomes available, the Contractor is encouraged to notify GSA of these changes, and is responsible for keeping all electronic catalog data current

(3) Identification of SUP free packaging. For easy identification of SUP free packaging, once available, GSA will use a SUP free packaging icon in GSA Advantage!®.

(i) Offerors who provide SUP free packaging and want to benefit from the GSA Advantage!® SUP free packaging icon must provide the information required in 552.238-118, Single-use Plastic (SUP) Free Packaging Identification.

(ii) The Contractor is encouraged to place the GSA logo and GSA Advantage!® SUP free packaging icon on their website and FSS price list for applicable supplies, see https://www.gsa.gov/logos. If the Contractor elects to use the GSA logo or icon, the website must clearly distinguish between those items awarded on the GSA contract and any other items offered by the Contractor on an open market basis.

(d) Reliability. Accuracy of information and computation of prices for this clause is the responsibility of the Contractor. In addition to the other remedies available in the contract, the remedies may include, but are not limited to, the following:

(1) SUP free packaging is provided at a higher rate but different packaging is received, the Government may pursue corrective action.

(2) If SUP free packaging is utilized, but the product received is damaged, the Contractor shall replace the item, refund the item, or the Government may pursue corrective action.

(3) Inclusion of incorrect information in the price list regarding SUP free packaging may cause the Contractor to correct and resubmit the price list.

(4) Failure to correct applicable information for this clause, may constitute sufficient cause for termination, pursuant to FAR 52.212-4, Contract Terms and Condition-Commercial Products and Commercial Services, or remedies as provided by law.

(End of clause)

Begin Regulation

I-FSS-600 CONTRACT PRICE LISTS (DEC 2022)

(a) *Electronic Contract Data*.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed format as required by GSAR clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete, correct, readable, virus free, and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!®, a menu driven database system that provides online access to contract ordering information, terms and conditions, current pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 30 days after award. Contractors should refer to the GSAR clause at 552.238-88, GSA Advantage!®, for further information.

(3) Further details on EDI, ICs, and GSA Advantage! ® can be found in GSAR clause 552.238-103, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA logo on their website for those supplies or services covered by this contract. Contractors may link the GSA logo to their FSS price list. Only GSA Schedule holders may use the GSA logo, which is at https://www.gsa.gov/logos. All resultant "web price lists" shown on the Contractor's website must be in accordance with paragraph (b)(3)(ii) of this clause and nothing other than what was accepted/awarded by the Government may be included. If the Contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the Contractor on an open market basis.

(5) The Contractor is responsible for keeping all electronic catalogs data current, accurate and complete, e.g., prices, product deletions and replacements, etc.

(b) *Federal Supply Schedule Price Lists*.

(1) The Contractor must prepare and distribute an FSS price list as required by GSAR clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(2) The Contractor must prepare an FSS price list by composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list or commercial market prices less discounts accepted by the Government. The cover page of the FSS price list must include the following statement: "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the FSS price list must include the following information prepared in the following format:

GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service Authorized Federal Supply Schedule FSS Price List

Online access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®. The website for GSA Advantage!® is: https://www.GSAAdvantage.gov.

Schedule title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product Code(s) and/or Service Codes (as applicable).

Contract number

Contract period

Contractor's name, address, and phone number (include toll free WATS number and FAX number, if applicable)

Contractor’s internet address/website where Schedule information can be found (as applicable)

Contract administration source (if different from preceding entry)

Business size

For more information on ordering go to the following website: https://www.gsa.gov/schedules.

CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the FSS price list, a table of contents must be shown on the cover page that refers to the exact location of the information.
1a. Table of awarded special item number(s) with appropriate cross reference to item descriptions and awarded price(s).
1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment discounts, or any other concession affecting price. Contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility, and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, the Contractor shall insert “Not applicable” for this item.
2. Maximum order.
3. Minimum order.
4. Geographic coverage (delivery area).
5. Point(s) of production (city, county, and State or foreign country).
6. Discount from list prices or statement of net price.
7. Quantity discounts.
8. Prompt payment terms. The Contractor must insert the following statement after identifying the prompt payment terms: "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."
9. Foreign items (list items by country of origin).
10a. Time of delivery. (Contractor insert number of days.)
10b. Expedited Delivery. The Contractor must insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its FSS price list that have expedited delivery.
10c. Overnight and 2-day delivery. The Contractor must indicate whether overnight and 2-day delivery are available. Also, the Contractor must indicate that the ordering activity may contact the Contractor for rates for overnight and 2-day delivery.
10d. Urgent Requirements. The Contractor must note in its FSS price list that ordering agencies can request accelerated delivery for urgent requirements.
11. F.O.B. point(s).
12a. Ordering address(es).
12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment address(es).
14. Warranty provision.
15. Export packing charges, if applicable.
16. Terms and conditions of rental, maintenance, and repair (if applicable).
17. Terms and conditions of installation (if applicable).
18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
18b. Terms and conditions for any other services (if applicable).
19. List of service and distribution points (if applicable).
20. List of participating dealers (if applicable).
21. Preventive maintenance (if applicable).
22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
22b. If applicable, indicate that Section 508 compliance information is available for the

information and communications technology (ICT) products and services offered and show where full details can be found (e.g., Contractor's website or other location). ICT accessibility standards can be found at https://www.section508.gov/.

23. Unique Entity Identifier (UEI) number.

24. Notification regarding registration in the System for Award Management (SAM) database.

(4) Amendments to the FSS price lists must include on the cover page the same information as the current FSS price list plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) Accuracy of information and computation of prices is the responsibility of the Contractor.

(6) Inclusion of incorrect information in the FSS price list will cause the Contractor to resubmit/correct the FSS price list, and may constitute sufficient cause for termination, pursuant to GSA clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services, and application of any other remedies as provided by law—including monetary recovery.

(End of clause)

Begin Regulation

552.238-120 ECONOMIC PRICE ADJUSTMENT—FEDERAL SUPPLY SCHEDULE CONTRACTS (SEP 2024)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Definition. Economic price adjustment method, as used in this clause, means the agreed upon procedures by which pricing may be adjusted throughout the contract period to include, but not limited to, the mechanism(s) to be used to adjust pricing (e.g., adjustments based on established pricing), the pricing subject to adjustment, and any other requirements (e.g., timing, frequency, limits on increases).

(b) General. This contract provides for economic price adjustment (EPA) to contract pricing based on the established EPA method. EPA provides for the increase and decrease to stated contract pricing upon the occurrence of specified conditions described in the EPA method, such as market index changes or unforeseeable significant changes in market conditions.

(c) Exceptions. This clause does not cover—

(1) Adjustments based on statute, Executive Order, or regulation (e.g., Service Contract Labor Standards (41 U.S.C. chapter 67) and AbilityOne procurements (FAR subpart 8.7));

(2) Adjustments based on a change clause (e.g., paragraph (c) of GSAR clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services (FAR DEVIATION 52.212-4));

(3) Price reductions made under GSAR clause 552.238-81, Price Reductions;

(4) Adjustments based on GSAR clause 552.238-117, Price Adjustment-Failure to Provide Accurate Information; and

(5) Adjustments based on a contract clause that authorizes an adjustment based on specified actions or conditions.

(d) Economic price adjustment method. The EPA method may be revised through mutual agreement of the parties. In the event of a conflict between the EPA method and this contract, the contract shall control.

(e) Submission requirements. The Contractor shall submit EPA requests to the Federal Supply Schedule (FSS) Contracting Officer pursuant to the EPA method. EPA requests shall fully conform to the requirements of the EPA method and include sufficient information to support the request. The FSS

Contracting Officer may request additional information from the Contractor.

(f) Contracting Officer responsibilities. The FSS Contracting Officer will— (1) Review the EPA request to ensure conformance with the EPA method, (2) Make a determination. The FSS Contracting Officer may use any information (e.g., market research) deemed necessary to support their determination. The FSS Contracting Officer may determine to— (i) Accept the EPA request either in whole or in part, (ii) Reject the EPA request either in whole or in part, or (iii) Take any other action deemed to be in the best interest of the Government (e.g., negotiate a more favorable EPA). (3) Notify the Contractor of their determination, and (4) Modify the contract, as applicable, to reflect the determination. Contract items that need to be removed from the contract as a result of rejection or an inability to reach agreement are to be removed in accordance with 552.238-79, Cancellation.

(g) Effective date. EPA requests approved by the FSS Contracting Officer under this clause shall apply to orders issued on or after the effective date of the contract modification. Blanket Purchase Agreements (BPAs) may be modified by the ordering agency in accordance with the terms and conditions of the BPA.

(h) Update of contract pricing and catalog data. The Contractor shall update its FSS pricing and any other FSS catalog data in accordance with the terms and conditions of this contract.

(End of clause)

Begin Regulation

I-FSS-644 PRODUCTS OFFERED AND SOLD BY VENDORS OTHER THAN THE MANUFACTURER (NOV 2025)

(a) Applicability. This clause applies to offerings and sales of products made by Contractors other than the manufacturer of such products. This clause applies specifically to, but is not limited to, Contractors who are resellers and distributors. This clause does not apply to Contractors who are also the manufacturer of the product(s) being offered and sold under this contract.

(b) Terms of Offering and Sales. Contractors must not offer or sell products under this contract for which they do not have authorization, as applicable.

(1) Manufacturer Authorization Program. For products that manufacturers manage through any "authorized supplier", "controlled distribution", or other similar program, the Contractor must be included in such a program to offer and sell products to the Government. The Government will rely on information provided by the manufacturer to identify such authority, to the extent provided by the manufacturer.

(2) Manufacturer Prohibitions. The Contractor must not offer or sell any product under this contract that the manufacturer of the product has prohibited the Contractor from offering or selling.

(c) Discrepancies. In the event that the Government becomes aware of any discrepancy regarding a Contractor's authorization or manufacturer prohibition, the Federal Supply Schedule (FSS) Contracting Officer will give written notice of such discrepancy to the Contractor. The Contractor shall have 30 days to respond to the discrepancy. Failure to respond to or resolve (as applicable) a notice of discrepancy may result in cancellation of this contract, in whole or in part, in accordance with GSAR clause 552.238-79, Cancellation.

(End of clause)

Begin Regulation

552.238-81 PRICE REDUCTIONS (DEC 2025)(GSAR DEVIATION)

(a) The Government may request from the Contractor, and the Contractor may provide to the Government, a temporary or permanent price reduction at any time during the contract period.

(b) The Contractor may offer the Contracting Officer a voluntary price reduction at any time during the contract period.

Begin Regulation

552.540-71 Supply Chain Risk Monitoring (GSAR Deviation)(JUL 2026)

The Government monitors supply chain risk information as defined in FAR 40.101 (GSA Class Deviation RFO-2025-40) throughout contract performance. If supply chain risks are identified that cannot be reasonably mitigated, the Government will take corrective action using any available remedies, such as, but not limited to:

(a) Removal of the product, service, or solution from the contract;
(b) Not extending contract performance;
(c) Contract cancellation; or
(d) Contract termination.

(End of clause)

Vendor Fill In Clauses

Added SINS

SIN#	SIN Title

Deleted SINS

SIN#	SIN Title