

**Bureau of Engraving and Printing**  
**Logistics, Invoicing and Terms and Conditions**  
**FAC Number: 2023-01/ Effective: 30 DECEMBER 2022**



**NOTICE OF PACKING SLIP REQUIREMENTS:**

The following outlines the Bureau of Engraving and Printing's packing slip requirements to ensure efficient processing of shipments to the Washington, District of Columbia; Landover, Maryland; and Fort Worth, Texas buildings:

- The Bureau of Engraving and Printing requires that all packing slips be placed in a self-adhesive pack list envelope and affixed to the outside a shipment.
- The packing slip will include, at minimum, the following information:

**GENERAL ITEMS – Information required for each shipment:**

- Purchase Order Number – The order number BEP assigned to this purchase
- Shipping Address – Point from which the merchandise was shipped
- Telephone Number – The telephone number of the vendor contact to be called for inquires related to the merchandise
- Customer Information – The name and telephone number of the party to which the merchandise is being shipped
- Total Weight of Packages (if item is sold to BEP in pounds)
- If items are drop shipped from a supplier, you must ensure the proper purchase order number is written on the packing slip by your supplier

**LINE ITEMS – Information required for each line item included in the shipment:**

- Manufacturer Product Identification – Item Number assigned by manufacturer/supplier.
- BEP Product Identification (If Applicable) – Stock Item Number assigned by BEP.
- Quantity Ordered – Quantity on the purchase order or unit of measurement.
- Quantity Shipped – With the packing slip.
- Quantity Back-ordered, where applicable.
- If the packing slip contains multiple purchase orders, each line item should include the applicable purchase order number.

**NOTICE OF SHIPPING LABEL REQUIREMENTS:**

Every box/skid must have at least one shipping label applied to it. The label is to include, at minimum, the following information:

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- Manufacturer or Supplier – Name of Manufacturer or supplier/and
- Shipping Address – Point from which the merchandise was shipped/and
- BEP Purchase Order Number - PO# or CC order #/ and
- Customer Name & Telephone Number – First and last name, building and room #.

\*\*Failure to adhere to the packing slip and shipping label requirements could result in shipment rejection, processing delay, and payment delay. \*\*

**Delivery Requirements:**

The following DELIVERY information must be provided when scheduling delivery appointments: (1) Name of supplier/manufacturer; (2) Contract/Purchase Order #; (3) Total number of items; (4) Total weight (if applicable), and; (5) Date and time of delivery.

**BEP**

**Deliveries to WASHINGTON, D.C. ANNEX BUILDING – (LOADING DOCK ON “D” STREET SW, BETWEEN 13<sup>TH</sup> & 14<sup>TH</sup> STREETS SW):**

Vendors must call the appointment hotline at (202) 874-2333 twenty-four (24) hours in advance to schedule approximate delivery times. The hotline is manned from 6:30 am to 2:15 pm Monday through Friday. A voicemail message maybe left after normal working hours. Deliveries are accepted between 8:00 am and 2:15 pm, Monday through Friday, excluding holidays.

Over the road vehicles having an overall height exceeding 12’6” (3.8 meters) empty, or an overall length exceeding 42’ (12.2 meters) cannot be accommodated at our receiving platform.

To resolve any delivery issue, please contact Shipping & Receiving at (202) 874-1149 care of Material Handler/Leader.

**Delivery Requirements**

The following DELIVERY information must be provided when scheduling delivery appointments: (1) Name of supplier/manufacturer; (2) Contract/Purchase Order #; (3) Total number of items; (4) Total weight; and (5) Date and time of delivery.

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**Deliveries to LANDOVER WAREHOUSE, 3201 PENNSY DR, LANDOVER MARYLAND:** Shipments will be received between 6:00 am to 1:30 pm Monday through Friday.

**Deliveries to WESTERN CURRENCY FACILITY, 9000 BLUE MOUND ROAD, FORT WORTH, TEXAS:** Vendors must contact WCF General Stores/Receiving at (817) 231-4168 or (817) 847-3664 at least twenty-four (24) hours in advance to notify of approximate delivery time & date. Deliveries are accepted during the operating hours of 7:00 am to 2:00 PM. After hours contact numbers are (817) 231-4168 or (817) 847-3663 (voicemail). WCF General Stores/Receiving operating hours are from 6:00 am to 2:30 pm local time, Monday through Friday, excluding holidays.

To resolve any delivery issue, please contact WCF General Stores/Receiving management at (817) 231-4167 or (817) 847-3855.

**INVOICING AND PAYMENT INSTRUCTIONS:**

**DTAR 1052.232-7003, Electronic of Payment Request (APR 2015)**

(a) Definitions. As used in this clause—

(1) “Payment request” means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices” and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at [www.ipp.gov](http://www.ipp.gov) or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of clause)

## How to create first invoice in IPP

1. Please go to IPP web site: <https://www.ipp.fms.treas.gov/>
2. Click **Collector** to log on,

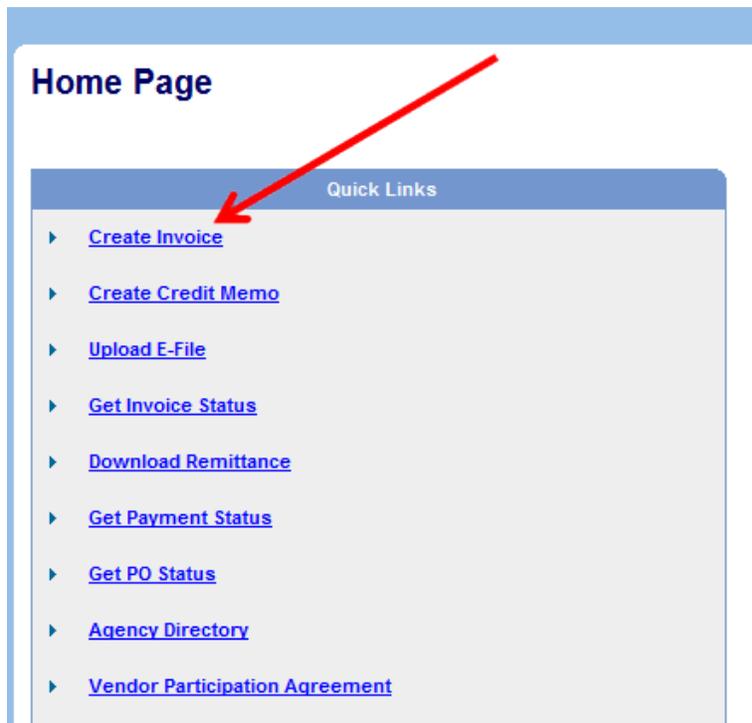


Select an IPP module. You must be registered to the TWAI UPS and have a user a you select to access the IPP application.

Select One:

- [Collector](#) (Supplier)
- [Disburser](#) (Agency)
- [Disburser Administrator](#) (Agency)

3. On Home Page, click the link **Create Invoice**



- Select the agency name – BEP, then click OK,

**Create Invoice**

- Choose which type of invoice to create  
From a PO
- Select the Bill To Agency  
BEP
- Enter the PO #

- Find the order and open it. On PO page, click the button 'Create Invoice', then follow up the screen to fill all required information, and submit in final.

Purchase Order #TEPA1430397 Revision #2

Important: Mark all packages with Purchase Order number or Contract number shown here

Status: Open

Issuing Office: BEP  
Ship to: See individual schedule items on the PO for ship to information.

PO Date: Apr 23, 2014  
Order Number: TEPA1430397  
Contract No:  
Subject to:  
Buyer Name: RAVIKANTI, VIJAYA  
Buyer Phone:  
Buyer Email:  
Contracting Officer:  
Phone:  
Email:  
Appropriations Data:  
FOR no:nt:

Bill To:  
BEP  
BEP Eastern Currency Location  
14th and C Streets, S.W. ATTN: Accounts Payable  
Washington DC 20228-0001

Please check PO line box to make sure that you invoice the right line item.

INV Line #	PO Line #	PO Sch. #	Agency Part #	Item Code	Description	Service Date From	Service Date To	QTY	Unit Price	U.O.M. (Type)	Extended Price [Remaining Balance]	Tax Type	Tax %	Tax Amount
<input checked="" type="checkbox"/>	1	1	1	2M031264	Test			2.00	1.00	Each (G)	2.00 [2.00]	Exempt	0.00	0.00
Comments (Max. 240 chars)											Extended Price Sub-total: 2.00			
											Total Misc: 0.00			
											Total Freight: 0.00			
											Total Taxes: 0.00			
											Total Amount: 2.00			

- Attach supporting documents: before submit your invoice, please attach PDF supporting documents to the invoices by clicking 'Attachments'. Attachment is important for approvers to review the charges details.

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**FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):**

This agreement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this: <https://www.acquisition.gov/far/>

The following provisions and clauses are incorporated by reference and apply to this Purchase Order:

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52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020
52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP 1989
52.212-4	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS	DEC 2022
52.232-11	EXTRAS	APR 1984
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.247-34	F.O.B. DESTINATION	NOV 1991

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**CLAUSES INCORPORATED BY FULL TEXT:**

**52.212-5 CONTRACT TERMS AND CONIDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDER-COMMERICAL ITEMS. DEC 2022**

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

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

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

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

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

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

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(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).

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

- XX** (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 4655).
- \_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).
- \_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- \_\_\_ (5) [Reserved].
- \_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- XX** (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).
- \_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- \_\_\_ (10) [Reserved].
- \_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).
- \_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (13) [Reserved]
- \_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-6.
- \_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-7.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (15 U.S.C. 637(d)(4)).

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- \_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.
- \_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.
- \_\_\_ (iv) Alternate III (Jun 2020) of 52.219-9.
- \_\_\_ (v) Alternate IV (Sep 2021) of 52.219-9.
- \_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).  
\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-13.
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).
- \_\_\_ (22) (i) 52.219-28, Post Award Small Business Program Representation (Oct 2022) (15 U.S.C. 632(a)(2)).  
\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-28.
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- XX** (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).
- XX** (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- XX** (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).
- XX** (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- XX** (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).  
\_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.
- \_\_\_ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).  
\_\_\_ (ii) Alternate I (Jul 2014) of 52.222-35.
- \_\_\_ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).  
\_\_\_ (ii) Alternate I (Jul 2014) of 52.222-36.
- \_\_\_ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- \_\_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- XX** (35) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).  
\_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (36) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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\_\_\_ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

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

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

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

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

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

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

\_\_\_ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

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

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

\_\_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).

\_\_\_ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

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

**XX** (48) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 83).

\_\_\_ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) ( 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_ (ii) Alternate I [Reserved].

\_\_\_ (iii) Alternate II (Dec 2022) of 52.225-3.

\_\_\_ (iv) Alternate III (Jan 2021) of 52.225-3.

\_\_\_ (50) 52.225-5, Trade Agreements (Dec 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

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- \_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).
- \_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).
- \_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021) .
- \_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- \_\_\_ (57) 52.232-30, Installment Payments for Commercial Items (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3807).
- XX** (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).
- \_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_\_\_ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- \_\_\_ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
- \_\_\_ (iii) Alternate II (Nov 2021) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- \_\_\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29U.S.C.206 and 41 U.S.C. chapter 67).
- \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Jan 2022).

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\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

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

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

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

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

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

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the

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subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Jan 2022).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

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(End of clause)

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

*Alternate II*. (Dec 2022) As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

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

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

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

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

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

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

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

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

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

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

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(E) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

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

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

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

(O) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989).

(P) 52.222-55, Minimum Wages Under Executive Order 13658 (Jan 2022).

(Q) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

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

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

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

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

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