

DEPARTMENT OF COMMERCE CLAUSES

CAR Clauses Incorporated By Reference

This contract incorporates one or more clauses from the Commerce Acquisition Regulation (CAR) by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.ecfr.gov/current/title-48/chapter-13/subchapter-H/part-1352>

1352.201-70 Contracting Officer's Authority (APR 2010)

1352.209-73 Compliance with the Laws (APR 2010)

1352.209-74 Organizational Conflict of Interest (APR 2010)

1352.246-70 Place of Acceptance (APR 2010)

(a) The Contracting Officer or the duly authorized representative will accept supplies and services to be provided under this contract.

(b) The place of acceptance will be:

National Weather Service
520 North Park Avenue
Tucson, AZ 85719

(End of clause)

NOAA CONTRACT LANGUAGE

1330-52.232-72 NOAA Transition to the Invoice Processing Platform Electronic Invoicing System (FEB 2023)

Beginning October 1, 2023, when NOAA implements the Department of Commerce Business Applications Solution, the Contractor must submit payment requests electronically through the U.S. Department of the Treasury's Invoice Processing Platform (the IPP) System. The Contractor must use the IPP website to register, access, and submit payment requests. The IPP website address is <https://www.ipp.gov>.

"Payment request" means any request for contract financing payment or invoice payment to the Contractor. To be considered proper, invoices must be prepared in accordance with, and contain all elements specified in, the contract payment clause (e.g., FAR 52.212-4(g), FAR 52.232-25(a)(3), FAR 52.232-26(a)(2), FAR 52.232-27(a)(2)). All supporting documents required by the Contracting Officer must be included as attachments to payment requests submitted through the IPP.

If the Contractor is unable to comply with the requirement to submit payment requests through the IPP due to a threat to national security; a matter of unusual or compelling urgency; or because the political, financial, or communications infrastructure of a foreign country does not support access to the IPP, the Contractor must request an exception in writing. Contact the Contracting Officer for more information about requesting an exception.

(End of solicitation and contract language)

1330-52.237-70 Contractor Communications (APR 2010)

- a) A contractor employee shall be identified both by the individual's name and the contractor's name when:
 - Included in NOAA's locator, and
 - When submitting any type of electronic correspondence to any NOAA employee or stakeholder.
- b) Any written correspondence from a contractor or any contractor employee shall be printed on company/organization letterhead or otherwise clearly identify the sender as an employee of the company or organization and shall identify the contract number.
- c) Contractors and/or contractor employees shall clearly identify themselves as such in any verbal communications, whether in informal discussion or a formal meeting.

1330-52.237-72 Contractor Access to NOAA Facilities (SEPT 2017)

(a)(1) The performance of this contract requires employees of the prime contractor or its subcontractors, affiliates, consultants, or team members (“contractor employees”) to have access to, and to the extent authorized, mobility within, a NOAA facility.

(2) NOAA may close and or otherwise deny contractor employees access to a NOAA facility for a portion of a business day or longer for various reasons including, but not limited to, the following events:

(i) Federal public holidays for federal employees in accordance with 5 U.S.C. 6103;

(ii) Fires, floods, earthquakes, and unusually severe weather, including but not limited to snow storms, tornadoes, and hurricanes;

(iii) Occupational safety or health hazards;

(iv) Lapse in Appropriations; or

(v) Federal Statute, Executive Order, Presidential Proclamation, or any other unforeseen reason.

(3) In such events, the contractor employees may be denied access to a NOAA facility that is ordinarily available for the contractor to perform work or make delivery, as required by the contract.

(b) In all instances where contractors are denied access or required to vacate a NOAA facility, in part or in whole, the contractor shall be responsible to ensure contractor personnel working under the contract comply. If the circumstances permit, the contracting officer will provide direction to the contractor, either directly or through the Contracting Officer’s Representative (COR), which could include continuing on-site performance during the NOAA facility closure period; however, if Government oversight is required and is not available, on-site performance shall not be allowed.

In the absence of such direction, the contractor shall exercise sound judgment to minimize unnecessary contract costs and performance impacts, for example, performing required work offsite if possible or reassigning personnel to other activities if appropriate.

(c) The contractor shall be responsible for monitoring the Office of Personnel Management at www.opm.gov, the local radio, television stations, NOAA web sites, and other communication channels. Once the facility is accessible, the contractor shall resume contract performance as required by the contract.

(d) For the period that NOAA facilities were not accessible to contractors who required access in order to perform the services, the contracting officer may—

(1) Adjust the contract performance or delivery schedule for a period equivalent to the period the NOAA facility was not accessible;

(2) Forego the work; or

(3) Reschedule the work by mutual agreement of the parties.

(e) Notification procedures of a NOAA facility closure, including contractor denial of access, are as follows:

(1) The contractor shall be responsible for notification of its employees of the NOAA facility closure to include denial of access to the NOAA facility. The dismissal of NOAA employees in accordance with statute and regulations providing for such dismissals shall not, in itself, equate to a NOAA facility closure in which contractors are denied access. Moreover, the leave status of NOAA employees shall not be conveyed or imputed to contractor personnel. Accordingly, unless a

NOAA facility is closed and the contractor is denied access to the facility, the contractor shall continue performance in accordance with the contract.

(2) Access to Government facilities and resources, including equipment and systems, will be limited and personnel necessary to administer contract performance may not be available. Generally, supply and service contracts that are funded beyond the date of the lapse in appropriation and do not require access to Government facilities, active administration by Government personnel or the use of government resources in a manner that would cause the government to incur additional obligations during the lapse in appropriation may continue. If a delivery date for a contract falls during the period of a lapse in appropriations, Government personnel may not be available to receive delivery. Contractors are directed to consult with a contracting officer before attempting to make a delivery. Contracting officers will be available throughout the lapse in appropriation period to provide guidance.

Once OMB guidance is given, CORs, in consultation with the contracting officer, will notify those contractors that are deemed by the Program Office to be performing excepted work and identify the contractor personnel requiring access to NOAA facilities. CORs will also coordinate with directly with facility management or physical security personnel at respective locations to ensure that the names of contractor personnel requiring access to government facilities during the lapse in appropriations are provided to physical security personnel.

Contractors who are not designated as performing excepted work are not allowed access to Government facilities or to utilize government resources in a manner that would incur any additional obligation of funding on behalf of the government during the lapse in appropriation.

(3) Unless otherwise specified within the contract award, contractors requiring access to NOAA facilities outside normal business hours or outside the normal workweek shall submit a written request in writing through the COR to the contracting officer. The written request shall provide justification supporting the required access and be submitted 72 hours before access to the NOAA facility is needed.

(End of Solicitation and Contract Language)

1330-52.242-70 Submittal of Invoices (FEB 2011)

The contractor shall prepare and submit an invoice to the Administrative Support Assistant (ASA) identified in the Statement of Need for approval [with a copy to the contracting officer for information]. All invoices shall be submitted by the 10th day of the subsequent month.

To constitute a proper invoice, the contractor's invoice shall be prepared in accordance with, and contain all elements specified in the paragraph titled, "Contractor's Invoice," of the applicable prompt payment provision of the contract (e.g., FAR 52.232-25, Prompt Payment; FAR 52.232-26, Prompt Payment for Fixed-Price Architect Engineer Contracts; or FAR 52.232-27, Prompt Payment for Construction Contracts). For contracts and orders for commercial items and services, paragraph (g) of FAR 52.212-4, titled, "Invoices," applies.

If the invoice does not comply with the applicable prompt payment provision of the contract, the POC will return it to the contractor within seven days after the date the designated office received the invoice along with a statement as to the reasons why it is not a proper invoice.

(End of Solicitation and Contract Language)

1330-52.243-70 Requests for Equitable Adjustment (OCT 2017)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the contractor believes the Government is liable. The request shall include only costs for performing the change. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) Any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of

the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

- (c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including:
1. Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
 2. Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.
- (d) The certification requirement in paragraph (b) of this clause does not apply to:
1. Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
 2. Final adjustments under an incentive provision of the contract.

(End of solicitation and contract language)

1330-52.270-304 NOAA Acquisition and Grants Office Ombudsman (Oct 2022)

(a) The NOAA AGO Ombudsman is available to organizations to promote responsible and meaningful exchanges of information. Generally, the purpose of these exchanges will be to:

1. Allow contractors to better prepare for and propose on business opportunities.
2. Advise as to technologies and solutions within the marketplace that the Government may not be aware of, or is not fully benefiting.
3. Identify constraints in transparency.

(b) The AGO Ombudsman will objectively, reasonably, and responsibly collaborate with parties and recommend fair, impartial, and constructive solutions to the matters presented to him/her. Further, the AGO Ombudsman will maintain the reasonable and responsible confidentiality of the source of a concern, when such a request has been formally made by an authorized officer of an organization seeking to do business with, or already doing business with NOAA.

(c) Before consulting with the AGO Ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations with the respective contracting officer for resolution. However, direct access to the AGO Ombudsman may be sought when an interested party questions the objectivity or equity of a contracting officer's decision, or when there is a bona fide reason to believe that reasonable, responsible, and objective consideration will not be received from an assigned contracting officer.

(d) There are several constraints to the scope of the AGO Ombudsman's authority, for instance:

1. Consulting with the AGO Ombudsman does not alter or postpone the timelines of any formal process (e.g., protests, claims, debriefings, employee employer actions, activities involving A76 competition performance decisions, judicial or congressional hearings, or proposal, amendment, modification, or deliverable due dates).
2. The AGO Ombudsman cannot participate in the evaluation of proposals, source selection processes, or the adjudication of protests or formal contract disputes.
3. The AGO Ombudsman is not authorized to generate or alter laws, judicial decisions, rules, policies, or formal guidance.

4. The AGO Ombudsman is not authorized to develop or alter opportunity announcements, solicitations, contracts, or their terms or conditions.
5. The AGO Ombudsman cannot overrule the authorized decisions or determinations of the contracting officer.
6. The AGO Ombudsman has no authority to render a decision that binds AGO, NOAA, the Department of Commerce, or the U.S. Government.
7. The AGO Ombudsman is not NOAA's agent relative to the service of magistrate or judicial process and cannot be used to extend service of process to another party (whether federal, public, or a private entity).

(e) After review and analysis of a filed concern or recommendation, the AGO Ombudsman may refer the interested party to another more suitable Federal official for consideration. Moreover, concerns, disagreements, and/or recommendations that cannot be resolved by the AGO Ombudsman will need to be pursued through more formal venues.

(f) The AGO Ombudsman is not to be contacted to request copies of forms and/or documents under the purview of a contracting officer. Such documents include Requests for Information, solicitations, amendments, contracts, modifications, or conference materials.

(g) Questions regarding items (a) through (f) within this language shall be directed to ago.ombudsman@noaa.gov.

(End of solicitation and contract language)

FEDERAL ACQUISITION REGULATION CLAUSES

Current through FAC 2023-04, June 2, 2023

52.252-2 Clauses Incorporated By Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far/index.html>

(End of clause)

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

52.223-3 Hazardous Material Identification and Material Safety Data (FEB 2021) – Alternate 1 (JUL 1995)

52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)

52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (DEC 2022)

52.242-15 Stop-Work Order (AUG 1989)

52.247-15 Contractor Responsibility for Loading and Unloading (APR 1984)

52.247-34 F.o.B. Destination (NOV 1991)

52.252-6 Authorized Deviations in Clauses (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Commerce Acquisition Regulation (48 CFR Chapter 1352) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

52.212-5 Contract Terms And Conditions Required To Implement Statutes Or Executive Orders—Commercial Products And Commercial Services (Jun 2023) (Deviation 2023-03) (Dec 2022) (Deviation 2021-06) (Sept 2021) (Deviation 2017-05)(Sept 2017)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015

(Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(dPublic Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Nov 2021), 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 2020) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020) (41 U.S.C. 4712) relating to whistleblower protections) (Deviation 2017-05)(Sept 2017).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Award (Jun 2020). (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (6) [Reserved].

___ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

X (10) 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).

___ (11) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___ (12) [Reserved].

___ (13)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

___ (14)(i) 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).

___ (ii) Alternate I (MAR 2020) of 52.219-4.

___ (15) [Reserved]

___ (16)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-7.

___ (17)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (18) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)). (DEVIATION 2023-03) (DEC 2022)

___ (19)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Jun 2020) of 52.219-9.

___ (v) Alternate IV (Sep 2021) of 52.219-9.

___ (20)(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.
 ___ (21) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637(s)). (Deviation 2021-06) (Sept 2021)
 ___ (22) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
X (23) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657 f).
X (24) 52.219-28, (i) Post Award Small Business Program Rerepresentation (Mar 2023) (15 U.S.C. 632(a)(2)).
 ___ (ii) Alternate I (MAR 2020) of 52.219-28.
 ___ (25) 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)).
 ___ (26) 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)).
 ___ (27) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
 ___ (28) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
X (29) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
X (30) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Dec 2022) (E.O. 13126).
X (31) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
X (32) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
 ___ (33) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).
X (34) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
 ___ (35) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
 ___ (36) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
X (37)(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).
 ___ (38) 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 Products and Commercial Services as prescribed in 22.1803.)
 ___ (39)(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.)
 ___ (40) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
 ___ (41) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
 ___ (42)(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.
 ___ (43)(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.
 ___ (44) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
 ___ (45)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
 ___ (ii) Alternate I (Jun 2014) of 52.223-16.
X (46) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
 ___ (47) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
 ___ (48) 52.223-21, Foams (JUN 2016) (E.O. 13693).
 ___ (49)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 ___ (ii) Alternate I (JAN 2017) of 52.224-3.
X (50) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
 ___ (ii) Alternate I (Oct 2022) of 52.225-1.
 ___ (51) (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.
- (v) Alternate IV (Oct 2022) of 52.225-3.

— (52) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (53) 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).

— (54) 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).

— (55) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

— (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

— (57) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

— (58) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

— (59) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (60) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

— (61) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

— (62) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

— (63) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

— (64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

— (65)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) 46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

— (ii) Alternate I (Apr 2003) of 52.247-64.

— (iii) Alternate II (Feb 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

— (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

— (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

— (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

— (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 14026 (Jan 2022).

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

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

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, 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) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) 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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(viii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

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

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

(xi) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)

(xii) 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.

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

(xiv) 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).

(xv) 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).

(xvi) 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).

(xvii) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xviii) 52.222-55, Minimum Wages Under Executive Order 14026 (Jan 2022).

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

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

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

(xxi) 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).

(xxii) 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.

(xxiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of

additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-2 Economic Price Adjustment – Standard Supplies (NOV 2021)

(a) The Contractor warrants that the unit price stated in the Schedule for Line Item Number 0001 are not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that-

(1) Is an established catalog or market price for a commercial product sold in substantial quantities to the general public; and

(2) Is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective-

(i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or

(ii) If the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in paragraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

(End of clause)

52.217-6 Option for Increased Quantity (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to the effective date of the exercised option. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)