



## PURCHASE ORDER TERMS \& CONDITIONS

### 552.229-70 FEDERAL, STATE and LOCAL TAXES (APR 84)

The contract price includes all applicable Federal, State and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

### 52.213-3 NOTICE TO SUPPLIER (APR 84)

This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, Withhold Performance, and notify the Contracting Officer immediately, giving your quotation.

## (End of Clause)

### 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 89)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 89)
(52.222-41 AND 52.222-42 apply to service contracts when the amount exceeds $\$ 2,500$.)

### 52.213-4 TERMS AND CONDITIONS-SIMPLIFIED ACQUISITION (Other Than Commercial Items) (FEB 2000)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
(1) The clauses listed below implement provisions of law or Executive order:
(i) 52.222-3, Convict Labor (Aug 1996)(E.O. 11755)
(ii) $52.225-13$, Restrictions on Certain Foreign Purchases (Feb 2000) (E.O.'s 12722,12724,13059, and 13067).
(iii) 52.233-3, Protest After Award (Aug 1996)(31 U.S.C. 3553).
(2) Listed below are additional clauses that apply:
(i) 52.225-3, Buy American Act - Supplies (Feb 2000)
(ii) $52.232-1$, Payments (Apr 1984)
(iii) 52.232-8, Discounts for Prompt Payment (May 1997)
(iv) $\quad 52.232-11$, Extras (Apr 1984)
(v) $52.232-25$, Prompt Payment (Jun 1997)
(vi) 52.233-1, Disputes (Dec 1998)
(vii) 52.243-1,Changes, Fixed Price (Aug 87)
(viii) 52.243-1,Changes, Fixed Price (Apr 84) Alt. I \& II
(ix) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Oct 1998)
(x) 52.253-1, Computer Generated Forms (Jan 1991)
(xi) 52.228-5, Insurance-Work on a Government Installation (Jan 1997)
(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
(1) The clauses listed below implement provisions of law or Executive order:
(i) 52.222-20, Walsh-Healy Public Contracts Act (Dec 1996)(41 U.S.C. 35-45) (Applies to supply contracts over $\$ 10,000$ in the United States).
(ii) $52.222-26$, Equal Opportunity (Feb 1999) (E.O. 11246) (Applies to contracts over $\$ 10,000$ ).
(iii) $52.222-35$, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) ( 38 U.S.C. 4212) (Applies to contracts over $\$ 10,000$ )
(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts of $\$ 10,000$ )
(v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999) (38 U.S.C. 4212) (Applies to contracts over $\$ 10,000$ )
(vi) $\quad 52.222-41$, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351 , et seq.)(Applies to service contracts over $\$ 2,500$ )
(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Apr 1998) (E.O. 12856) (Applies to services performed on Federal facilities.)
(viii) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (Feb 2000) (41 U.S.C. 10a-10d)(Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition-..
(A) Is set aside for small business concerns; or
(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $\$ 25,000$ ).
(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
(2) Listed below are additional clauses that may apply:
(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (July 95) (Applies to contracts over $\$ 25,000$ )
(ii) 52.211-17, Delivery of Excess Quantities (Sept 89) (Applies to fixed-price supplies).
(iii) 52.222-3, Convict Labor (Aug 96)
(iv) $52.222-42$, Statement of Equivalent Rates for Federal Hires (May 89)
(v) 52.223-6,Drug Free Workplace (Jan 97) (Applies to contract if awarded to an individual.)
(vi) $52.247-9$, F.o.b. Origin (Jun 88) (Applies to supplies if delivery is f.o.b. origin.)
(vii) $52.247-34$, F.o.b. Destination (Nov 91) (Applies to supplies if delivery is f.o.b. destination).
(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 98). This contract incorporates one or more clauses by reference, with the same force and effect as is 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/these address(es):

## http://arnet.gov

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only 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. The Government must exercise its postacceptance rights--
(1) Within a reasonable period of 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.
(e) 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.
(f) 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 that 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 that reasonably could have been avoided.
(g) 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.
(h) 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.

### 52.223-4 Recovered Material Certification (OCT 97)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

## (End of provision)

## Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before the contract expires.

## (End of clause)

Option to Extend the Term of the Contract (Mar 2000)
(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [ 60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years 6 months (months) (years).

## (End of clause)

Invoicing. The Contractor shall submit an original invoice (or electronic invoice, if authorized), to the address designated in block \#24 of the GSA Form 300. A copy of the invoice should be also sent to the address identified in block \#1.1 of the GSA Form 300.

An invoice must include--
(1) Name and address of the Contractor;
(2) Invoice date;
(3) Contract number, contract line item number, and if applicable, the order number;
(4) ACT Number (Identified in Block \#4 of the GSA Form 300);
(5) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(6) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(7) Terms of any prompt payment discount offered;
(8) Name and address of official to whom payment is to be sent; and
(9) Name, title, and phone number of the person to be notified in the event of a defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

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