



Piggyback Checklist

Using Department(s): The Police Department

Piggyback Contract Number/Name: Transportation and Logistics Services - 47QMCA18D0006

Services/Supplies to be provided: Fluid WaterCraft Patrol 29 Rigid Inflatable Boat

Why are Services/Supplies being obtained via piggyback (as opposed to issuing a solicitation or obtaining quotes): The piggyback contract #47QMCA18D0006 was procured by the General Services Administration for shared goods/services for use by government entities, to streamline purchasing for local governments, provide strategic sourcing, and promote cost-effectiveness.

Procurement Code, Section 38.41(C)(5):

(5) *Piggyback purchases.* The CPO (Chief Procurement Officer) may procure, without following formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities listed above and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference. Utilization of other governmental entities' contracts shall be permitted only during the term of the other governmental entity's contract.

Piggyback Justification Criteria	YES	NO	COMMENT
Is the piggyback contract's pricing/terms more favorable than pricing/terms we would obtain from issuing our own solicitation or obtaining our own quotes?	Yes		Yes, the State Contract pricing is more favorable than the pricing we would obtain from our solicitation/quotes. The commercial cost for the Patrol 29 watercraft is \$209,148.56. The GSA contract price is \$199,227.20. The City of Hollywood received a quote cost of \$162,445.00.
Will use of the piggyback contract save City staff administrative time, efforts and resources?	Yes		It will save bid time, and provide strategic sourcing, and cost savings.
Will the requested services/supplies be purchased with funds other than grant funds or funds that prohibit the use of piggybacking?	Yes		Capital funding, available in FY24.
*If you answered no to any of the questions above in this section, please disregard piggybacking the desired services/supplies and terminate any further completion of this form unless otherwise granted administrative approval to piggyback by authorized City Management staff.			

ITEMS VERIFIED	YES	NO	COMMENT
Does the piggyback contract allow the utilization of the contract by other entities, including use in the state of FL if it's an out of state contract?	Yes		Under the MAS Program, GSA issues long-term governmentwide contracts that provide federal, state, and local government buyers access to commercial products, services, and

			solutions at pre-negotiated pricing.
Was the contract awarded through a solicitation or other acceptable competitive process that was publicly advertised?	Yes		Solicitation # 47QSMD20R0001 was advertised for Transportation and Logistics Services.
Piggyback Contract is Valid? Contract Expiration Date: February 18, 2028	Yes		February 19, 2018- February 18, 2028
Goods / Services requested by the Using Department(s) match those allowed under the piggyback contract and do not extend beyond the expiration date of the piggyback contract?	Yes		The Vendor quoted the Fluid Patrol 29 Rigid Inflatable Boat which is also identifiable on GSA's MAS price list.
Does the piggyback contract have acceptable terms and conditions?	Yes		The Department reviewed the contract terms and conditions and deemed them acceptable.
Did the vendor confirm that the piggyback contract is authorized to be used with the established terms, conditions, and pricing?	Yes		The vendor approves of using the contract and provides a quote referencing the contract.
Is pricing "Fair and Reasonable" in the piggyback contract?	Yes		The commercial cost for the Patrol 29 watercraft is \$209,148.56. The GSA contract price is \$199,227.20. The City of Hollywood received a quote cost of \$162,445.00.
Piggyback Contract Certificate(s) of Insurance (COI) is acceptable to the COH's Risk Management?		N/A	
Piggyback Contract has Warranty Conditions?	Yes		Standard Commercial Warranty
Piggyback Contract has liquidated damages (if Yes, provide the daily liquidated amount)		No	Includes other remedies for damages/non-compliance.

Requestor's Signature:**Date:** 3/14/2024

DocuSigned by:

Joshua Czerenda

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Director's Signature:**Date:** 3/18/2024

DocuSigned by:

Jeffrey Devlin

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CPO Signature:**Date:** 3/18/2024

DocuSigned by:

Otis Thomas

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CITY OF HOLLYWOOD, FLORIDA

OFFICE OF PROCUREMENT AND CONTRACT COMPLIANCE

Piggyback Request Form

(Use for purchase(s) over \$5,000, when piggybacking off other contracts)

Date 03/12/2024

Department/Office Police

Division/Area Special Operations

Requestor Joshua Czerenda

Title Police Major

Phone 954-967-4569

Email jczerenda@hollywoodfl.org

1. Requested Vendor Phoenix Trading Inc.

Vendor Number _____

Address 640 Lofstrand Ln, Rockville, MD 20850-1313

Contact Person Mukesh Sethi

Title Contract Administrator

Phone 240-396-1988

Email msethi@ptimd.com

2. Contract title and number requesting to piggyback? Transportation and Logistics Services 47QMCA18D0006

Awarding Agency General Services Administration

Contract Expiration Date 02/18/2028

Copy of Contract and Awarding Agency documentation is attached (provide if available).

☒ Yes ☐ No

3. Product/Service being requested (be specific). Fluid WaterCraft Patrol 29 Rigid Inflatable Boat

4. Detailed description of the product/service's function and purpose. The Patrol 29 is a watercraft specifically tailored for law enforcement patrol and rapid response needs. It is a rigid inflatable boat (RIB) suitable for navigating Hollywood's waterways by marine officers.

5. Please explain what process the Department/Office took to verify and/or identify this contract. The piggyback contract #47QMCA18D0006 was procured by the General Services Administration for shared goods/services for

use by government entities, to streamline purchasing for local governments, provide strategic sourcing, and promote cost effectiveness.

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

☒ Yes ☐ No

Please explain The commercial cost for the Patrol 29 watercraft is \$209,148.56. The GSA contract price is \$199,227.20. The City of Hollywood received a quote cost of \$162,445.00.

7. Total cost of the requested product/service. \$162,445.00

8. Total estimated annual (fiscal year) cost of requested product/service. \$162,445.00

Account Number(s) 334.209901.52100.564531.000000.000.000

9. Is this product/service covered by a warranty? ☒ Yes ☐ No

If yes, please attach a copy of the warranty details.

10. Will grant funds be used to pay for the requested product/service? ☐ Yes ☒ No

If yes, please explain _____

REQUESTING DEPARTMENT RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract(s) and recommend its/their approval based on compliance with the City's procurement requirements and all applicable laws and regulations to the best of your knowledge.

DocuSigned by:

Joshua Czerenda

3/14/2024

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Requestor's Signature

Date

DocuSigned by:

Jeffrey Devlin

3/18/2024

9192390979AC450...

Director's Signature

Date

GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu driven database system. The INTERNET address for GSA Advantage! is: www.GSAAdvantage.gov.

Multiple Award Schedule

FSC Group: Transportation and Logistics Services

FSC Class: 2590

Contract Number: 47QMCA18D0006

Contract Period: February 19, 2018 – February 18, 2028

Phoenix Trading Inc.

Address: 640 Lofstrand Ln, Rockville, MD 20850-1313

Phone Number: 240-396-1988

Fax Number: 240-235-7090

Web site: www.ptimd.com

Contact for Contract Administration: Mukesh Sethi, msethi@ptimd.com

Contact for Sales: gsa@ptimd.com

Business size: Small, Disadvantage

Price list current as of Product Modification PS-0016 effective December 12, 2022 and
Option Mod PO-0014 effective February 19, 2023

CUSTOMER INFORMATION

- 1a. Table of awarded Special Item Numbers (SINs):

<u>SIN #</u>	<u>SIN Title</u>
3363P	Spare Components and Equipment for Sedans, Light, Buses, Medium and Heavy Duty Trucks
336612	Marine Craft

- 1b. Identification of the lowest priced service for each special item number awarded in the contract.

<u>SIN #</u>	<u>Model</u>	<u>Price</u>
3363P	Carlisle 5X191	\$1.60
336612	P26	\$178,877.58

2. Maximum order for each SIN:

<u>SIN#</u>	<u>MAXIMUM ORDER</u>
All	\$ 250,000

3. Minimum order: \$100
4. Geographic coverage (delivery area): Contiguous United States, Alaska, Hawaii and Puerto Rico
5. Point(s) of production: See Pricelist
6. Discount from list prices or statement of net price: Prices shown are net prices
7. Quantity discounts for SIN 3363P:
 Additional 2.5% (total of 7.5%) on orders of \$2,500 to \$4,999 and
 Additional 5% (total of 10%) on orders greater than \$5,000.
- No quantity discounts for SIN336612
8. Prompt payment terms: Net 30 days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
9. Foreign items: See Pricelist
- 10a. Time of delivery: SIN 3363P: 6-8 weeks ARO
 SIN 336612: 160 days ARO
- 10b. Expedited delivery: contact vendor
- 10c. Overnight and 2-day delivery: contact vendor
- 10d. Urgent requirements: contact vendor

11. F.O.B. point(s):
SIN 3363P: Destination ConUS and point of exportation; Origin for OCONUS, Alaska, Hawaii and Puerto Rico

SIN 336612: FOB Origin
- 12a. Ordering address(es):
PHOENIX TRADING INC.
640 LOFSTRAND LANE
ROCKVILLE, MD 20850
- 12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment address:
PHOENIX TRADING INC.
640 LOFSTRAND LANE
ROCKVILLE, MD 20850
14. Warranty provision: Standard Commercial Warranty
15. Export packing charges: N/A
16. Terms and conditions of rental maintenance, and repair: N/A
17. Terms and conditions of installation: N/A
- 18a. Terms and conditions of repair parts: N/A
- 18b. Terms and conditions for any other services: N/A
19. List of service and distribution points: N/A
20. List of participating dealers: None
21. Preventative maintenance: N/A
- 22a. Special attributes such as environmental attributes: none
- 22b. Section 508 compliance: N/A
23. Unique Entity Identifier (UEI) number: FXVMXKJGC2K6
24. Notification regarding registration in the System for Award Management (SAM) database. Yes

MANUFACTURER NAME	MFR PART NO	VENDOR PART NO (if applicable)	PRODUCT NAME	DISCOUNT PRICE OFFERED TO GSA (including IFF)	COO
FLUID WATERCRAFT	P26	LE26P	FLUID PATROL 26 Rigid Inflatable Boat	\$ 178,877.58	US
FLUID WATERCRAFT	P29	LE29P	FLUID PATROL 29 Rigid Inflatable Boat	\$ 199,227.20	US
CARLISLE	1355	1355	BRONZE DISC, OD GEAR Material:...	\$ 75.71	US
FLUID WATERCRAFT	P21	LE21	FLUID PATROL 21 Rigid Inflatable Boat	\$ 81,240.70	US
CARLISLE	1233002	1233002	HYDRAULICS VALVE FCR40-5 TYPE III	\$ 1,711.13	US
CARLISLE	1302061	1302061	HYDRAULICS SWITCH ASSY LT-LOAD	\$ 223.28	US
CARLISLE	1302068	1302068	HYDRAULICS SWITCH ASSY HI-LOAD	\$ 277.65	US
CARLISLE	2130115	2130115	HYDRAULICS MANIFOLD ASSY PARK CHECK	\$ 5,709.39	US
CARLISLE	2402043	2402043	HYDRAULICS SWITCH ASSY DUAL	\$ 617.93	US
CARLISLE	2402049	2402049	HYDRAULICS SWITCH ASSY SINGLE PRESS	\$ 525.07	US
CARLISLE	2402142	2402142	HYDRAULICS SWITCH ASSY SINGLE PRESS	\$ 508.32	US
CARLISLE	2402143	2402143	HYDRAULICS SWITCH ASSY SINGLE PRESS	\$ 453.95	US
CARLISLE	2402155	2402155	HYDRAULICS SWITCH ASSY SINGLE PRESS	\$ 597.54	US
CARLISLE	2403015	2403015	HYDRAULICS SWITCH ASSY DUAL PRESS	\$ 1,094.23	US
CARLISLE	2403037	2403037	HYDRAULICS SWITCH ASSY DUAL PRESS	\$ 1,229.83	US
CARLISLE	2663003	2663003	HYDRAULICS MANIFOLD ASSY DIFF SW	\$ 1,520.45	US
CARLISLE	2714014	2714014	HYDRAULICS MANIFOLD ASSY DIFF SW	\$ 2,653.16	US
CARLISLE	5143003	5143003	HYDRAULICS VALVE ASSY SOLENOID	\$ 2,765.44	US
CARLISLE	6201109	6201109	HYDRAULICS CHECKSEAT & POPPET KIT	\$ 292.66	US
CARLISLE	6201154	6201154	HYDRAULICS CHECKPORT PLUG ASSY KIT	\$ 85.50	US
CARLISLE	6201192	6201192	HYDRAULICS GROUNDING STUD KIT	\$ 22.40	US
CARLISLE	6201208	6201208	HYDRAULICS SLEEVE RETAINER KIT	\$ 660.21	US
CARLISLE	6201441	6201441	HYDRAULICS CHECKSEAT KIT	\$ 227.19	US
CARLISLE	6201506	6201506	HYDRAULICS PLUNGER DIFF 350	\$ 353.58	US
CARLISLE	6201523	6201523	HYDRAULICS PEDAL FLOOR TREADLE KIT	\$ 164.26	US
CARLISLE	6203012	6203012	HYDRAULICS SEAL KIT FOR BASIC	\$ 187.88	US
CARLISLE	6203013	6203013	HYDRAULICS ACTUATOR REBUILD KIT	\$ 455.49	US
CARLISLE	6203524	6203524	HYDRAULICS SEAL KIT (MO)	\$ 317.65	US
CARLISLE	6204009	6204009	HYDRAULICS MANIFOLD SUB-ASSY DUAL	\$ 3,125.06	US
CARLISLE	6204054	6204054	HYDRAULICS DUAL ASSY 1350 PSI	\$ 11,570.59	US
CARLISLE	6204072	6204072	HYDRAULICS MANIFOLD SUB-ASSY DUAL	\$ 4,571.47	US
CARLISLE	6204424	6204424	HYDRAULICS DUAL ASSY 1500 PSI	\$ 3,791.62	US
CARLISLE	6204430	6204430	HYDRAULICS VALVE ASSY DUAL	\$ 4,149.38	US
CARLISLE	6204529	6204529	HYDRAULICS DUAL CONTROLLER ASSY 1350	\$ 12,227.96	US
CARLISLE	6991025	6991025	HYDRAULICS SPOOL/PLUNGER KIT .25	\$ 777.90	US
CARLISLE	8901011	8901011	HYDRAULICS SEAL KIT 622, 623 (MO)	\$ 152.86	US
CARLISLE	8901026	8901026	SERVICE BRAKES KIT SEAL 213 (MO)	\$ 74.46	US
CARLISLE	9408011	9408011	HYDRAULICS VALVE SOLENOID	\$ 1,694.01	US
CARLISLE	9408016	9408016	HYDRAULICS VALVE BODY	\$ 2,248.02	US
CARLISLE	9601006	9601006	HYDRAULICS PLUG ASSY 7/16-20 BUNA-N	\$ 8.49	US

CARLISLE	9601013	9601013	HYDRAULICS PLUG ASSY 9/16-18 BUNA-N	\$ 11.41	US
CARLISLE	9604874	9604874	SERVICE BRAKES PIN ASSY RETAINER	\$ 25.51	US
CARLISLE	9620798	9620798	SERVICE BRAKES PISTON ASSY	\$ 644.80	US
CARLISLE	9630054	9630054	SERVICE BRAKES PISTON SUB-ASSY	\$ 196.71	US
CARLISLE	9630055	9630055	SERVICE BRAKES CAP SUB-ASSY SPRING RET	\$ 276.08	US
CARLISLE	9630077	9630077	SERVICE BRAKES PISTON ASSY	\$ 420.06	US
CARLISLE	9630083	9630083	SERVICE BRAKES PISTON ASSY	\$ 389.83	US
CARLISLE	9630146	9630146	SERVICE BRAKES TUBE ASSY	\$ 202.89	US
CARLISLE	9630234	9630234	SERVICE BRAKES LINING ASSY	\$ 80.74	US
CARLISLE	9630256	9630256	SERVICE BRAKES LINING ASSY	\$ 57.88	US
CARLISLE	9630293	9630293	SERVICE BRAKES - COMPONENTS LINING	\$ 104.07	US
CARLISLE	9630433	9630433	SERVICE BRAKES BRK ASSY PD1314 NIT	\$ 1,151.78	US
CARLISLE	9630905	9630905	SERVICE BRAKES PISTON	\$ 217.31	US
CARLISLE	9630945	9630945	SERVICE BRAKES BRK ASSY PD1487 NIT	\$ 1,482.79	US
CARLISLE	9640028	9640028	SERVICE BRAKES BRK ASSY PD1105 NIT	\$ 3,074.79	US
CARLISLE	9640032	9640032	SERVICE BRAKES SUB-ASSY PISTON	\$ 270.16	US
CARLISLE	9640103	9640103	SERVICE BRAKES BRK ASSY SCL13 EPR O-R	\$ 1,169.98	US
CARLISLE	9640148	9640148	SERVICE BRAKES PISTON ASSY	\$ 490.42	US
CARLISLE	9640202	9640202	SERVICE BRAKES LINING ASSY	\$ 127.16	US
CARLISLE	9640227	9640227	SERVICE BRAKES LINING ASSY	\$ 73.11	US
CARLISLE	9640332	9640332	SERVICE BRAKES BRK ASSY PD1344 NIT	\$ 2,257.43	US
CARLISLE	9640394	9640394	SERVICE BRAKES BRK ASSY PD1182 NIT MO	\$ 4,048.56	US
CARLISLE	9640742	9640742	SERVICE BRAKES BRK ASSY PD1473 NIT	\$ 1,917.49	US
CARLISLE	9640744	9640744	SERVICE BRAKES BRK ASSY PD1473 NIT	\$ 2,197.98	US
CARLISLE	9640997	9640997	SERVICE BRAKES BRK ASSY PD1182 NIT	\$ 2,481.55	US
CARLISLE	9650151	9650151	SERVICE BRAKES BRK ASSY SCL33 NIT O-R	\$ 2,746.09	US
CARLISLE	9650252	9650252	SERVICE BRAKES BRK ASSY SCL2 NIT O-R	\$ 1,539.58	US
CARLISLE	9650298	9650298	SERVICE BRAKES BRK ASSY SCL53 FLOCRB	\$ 4,824.55	US
CARLISLE	9650318	9650318	SERVICE BRAKES BRK ASSY SCL2 EPR O-R	\$ 1,554.70	US
CARLISLE	9650351	9650351	SERVICE BRAKES BRK ASSY SCL19 NIT	\$ 8,312.22	US
CARLISLE	9650364	9650364	SERVICE BRAKES BRK ASSY SCL59 EPR	\$ 2,576.19	US
CARLISLE	9650365	9650365	SERVICE BRAKES BRK ASSY SCL59 O-R	\$ 2,609.25	US
CARLISLE	9650371	9650371	SERVICE BRAKES BRK ASSY SCL62 NIT O-R	\$ 4,088.30	US
CARLISLE	9650414	9650414	SERVICE BRAKES BRK ASSY SCL2 NIT O-R	\$ 1,366.21	US
CARLISLE	9650415	9650415	SERVICE BRAKES BRK ASSY SCL2 EPR O-R	\$ 1,653.98	US
CARLISLE	9650419	9650419	SERVICE BRAKES BRK ASSY SCL2 NIT	\$ 1,158.42	US
CARLISLE	9650421	9650421	SERVICE BRAKES BRK ASSY SCL2 EPR O-R	\$ 1,585.40	US
CARLISLE	9650432	9650432	SERVICE BRAKES BRK ASSY SCL19 NIT	\$ 3,551.53	US
CARLISLE	9650433	9650433	SERVICE BRAKES BRK ASSY SCL56 O-R	\$ 4,780.29	US

CARLISLE	9650447	9650447	SERVICE BRAKES BRK ASSY SCL2 EPR O-R	\$ 1,669.49	US
CARLISLE	9680177	9680177	SERVICE BRAKES HARDWARE KIT	\$ 74.38	US
CARLISLE	9680178	9680178	SERVICE BRAKES HARDWARE KIT	\$ 401.10	US
CARLISLE	9680181	9680181	SERVICE BRAKES SEAL KIT	\$ 98.01	US
CARLISLE	9680195	9680195	SERVICE BRAKES SEAL KIT	\$ 91.42	US
CARLISLE	9680213	9680213	SERVICE BRAKES HARDWARE KIT	\$ 226.03	US
CARLISLE	9680237	9680237	SERVICE BRAKES SEAL KIT	\$ 30.44	US
CARLISLE	9680273	9680273	SERVICE BRAKES SEAL KIT	\$ 115.32	US
CARLISLE	9680329	9680329	SERVICE BRAKES LINING KIT	\$ 959.76	US
CARLISLE	9680391	9680391	SERVICE BRAKES SEAL KIT	\$ 36.91	US
CARLISLE	9680395	9680395	SERVICE BRAKES OVERHAUL KIT	\$ 375.15	US
CARLISLE	9680413	9680413	SERVICE BRAKES HARDWARE KIT	\$ 296.45	US
CARLISLE	9680431	9680431	SERVICE BRAKES HARDWARE KIT	\$ 260.70	US
CARLISLE	9680436	9680436	SERVICE BRAKES LINING KIT	\$ 357.76	US
CARLISLE	9680468	9680468	SERVICE BRAKES LINING KIT	\$ 305.32	US
CARLISLE	9680489	9680489	SERVICE BRAKES CROSSOVER TUBE KIT	\$ 256.90	US
CARLISLE	9680526	9680526	SERVICE BRAKES ADJ KIT	\$ 324.18	US
CARLISLE	9680534	9680534	SERVICE BRAKES SEAL KIT	\$ 37.74	US
CARLISLE	9680566	9680566	SERVICE BRAKES LINING KIT	\$ 336.97	US
CARLISLE	9680578	9680578	SERVICE BRAKES LINING KIT	\$ 123.54	US
CARLISLE	9680584	9680584	SERVICE BRAKES LINING KIT	\$ 278.20	US
CARLISLE	9680619	9680619	SERVICE BRAKES SEAL KIT	\$ 292.40	US
CARLISLE	9680622	9680622	SERVICE BRAKES SEAL KIT	\$ 310.09	US
CARLISLE	9680627	9680627	SERVICE BRAKES HARDWARE KIT	\$ 183.03	US
CARLISLE	9680637	9680637	SERVICE BRAKES LINING KIT	\$ 370.08	US
CARLISLE	9680648	9680648	SERVICE BRAKES SEAL KIT	\$ 45.50	US
CARLISLE	9680675	9680675	SERVICE BRAKES KIT LINING	\$ 471.18	US
CARLISLE	9680676	9680676	SERVICE BRAKES LINING KIT	\$ 501.09	US
CARLISLE	9680707	9680707	SERVICE BRAKES HARDWARE KIT	\$ 199.94	US
CARLISLE	9680719	9680719	SERVICE BRAKES SEAL KIT	\$ 566.29	US
CARLISLE	023-60008	023-60008	SERVICE BRAKES GEAR 62.37X36.00X2.00	\$ 4,545.13	US
CARLISLE	107-289	107-289	HYDRAULICS ADJ ASSY SINGLE	\$ 848.96	US
CARLISLE	107-310	107-310	HYDRAULICS ADJ ASSY SINGLE	\$ 704.06	US
CARLISLE	107-452	107-452	HYDRAULICS ADJ ASSY SINGLE	\$ 1,054.16	US
CARLISLE	107-7454	107-7454	HYDRAULICS ADJ ASSY DUAL	\$ 2,956.54	US
CARLISLE	107-7456	107-7456	HYDRAULICS ADJ ASSY DUAL	\$ 1,338.96	US
CARLISLE	107-7470	107-7470	HYDRAULICS ADJ ASSY DUAL	\$ 2,559.51	US
CARLISLE	107-7520SP	107-7520SP	HYDRAULICS ADJUSTER ASSY DUAL	\$ 1,046.20	US
CARLISLE	107-7521SP	107-7521SP	HYDRAULICS ADJUSTER ASSY DUAL	\$ 1,029.03	US

CARLISLE	107-7522SP	107-7522SP	HYDRAULICS ADJUSTER ASSY DUAL	\$ 1,033.11	US
CARLISLE	107-7523SP	107-7523SP	HYDRAULICS ADJUSTER ASSY DUAL	\$ 1,033.11	US
CARLISLE	107-7525SP	107-7525SP	HYDRAULICS ADJUSTER ASSY DUAL	\$ 1,307.62	US
CARLISLE	107-7526SP	107-7526SP	HYDRAULICS ADJUSTER ASSY DUAL	\$ 1,775.29	US
CARLISLE	107-7527SP	107-7527SP	HYDRAULICS ADJUSTER ASSY DUAL	\$ 966.47	US
CARLISLE	107-7528SP	107-7528SP	HYDRAULICS ADJUSTER ASSY DUAL	\$ 1,247.14	US
CARLISLE	107-7529SP	107-7529SP	HYDRAULICS ADJUSTER ASSY DUAL	\$ 931.00	US
CARLISLE	1101-120	1101-120	HYDRAULICS VALVE ASSY SINGLE 800 P	\$ 704.65	US
CARLISLE	1101-136	1101-136	HYDRAULICS VALVE ASSY SINGLE 1500	\$ 879.01	US
CARLISLE	1101-137	1101-137	HYDRAULICS VALVE ASSY SINGLE 1200	\$ 879.01	US
CARLISLE	1101-140	1101-140	HYDRAULICS VALVE ASSY SINGLE 1200	\$ 615.24	US
CARLISLE	1101-201	1101-201	HYDRAULICS VALVE ASSY SINGLE 1550	\$ 1,060.08	US
CARLISLE	1101-204	1101-204	HYDRAULICS VALVE ASSY SINGLE 1800	\$ 510.21	US
CARLISLE	1101-210	1101-210	HYDRAULICS VALVE ASSY SINGLE 1800	\$ 817.67	US
CARLISLE	1101-215	1101-215	HYDRAULICS VALVE ASSY SINGLE 1200	\$ 731.32	US
CARLISLE	1101-217	1101-217	HYDRAULICS VALVE ASSY SINGLE 217	\$ 873.90	US
CARLISLE	1101-227	1101-227	HYDRAULICS VALVE ASSY SINGLE 1233	\$ 523.52	US
CARLISLE	1101-228	1101-228	HYDRAULICS VALVE ASSY SINGLE 340	\$ 584.23	US
CARLISLE	1101-232	1101-232	HYDRAULICS VALVE ASSY SINGLE 2000	\$ 812.40	US
CARLISLE	1101-236	1101-236	HYDRAULICS VALVE ASSY SINGLE 1400	\$ 530.57	US
CARLISLE	1101-240	1101-240	HYDRAULICS VALVE ASSY SINGLE 1800	\$ 826.55	US
CARLISLE	1101-244	1101-244	HYDRAULICS VALVE ASSY SINGLE 1250	\$ 805.12	US
CARLISLE	1101-252	1101-252	HYDRAULICS VALVE ASSY SINGLE 1400	\$ 639.15	US
CARLISLE	1101-253	1101-253	HYDRAULICS VALVE ASSY SINGLE 800	\$ 658.19	US
CARLISLE	1101-255	1101-255	HYDRAULICS VALVE ASSY SINGLE 2350	\$ 1,679.61	US
CARLISLE	1101-258	1101-258	HYDRAULICS VALVE ASSY SINGLE 1110	\$ 770.50	US
CARLISLE	1101-260	1101-260	HYDRAULICS VALVE ASSY SINGLE 1550	\$ 751.30	US
CARLISLE	1101-263	1101-263	HYDRAULICS VALVE ASSY SINGLE 625	\$ 565.79	US
CARLISLE	1101-277	1101-277	HYDRAULICS VALVE ASSY SINGLE 925	\$ 807.01	US
CARLISLE	1101-284	1101-284	HYDRAULICS VALVE ASSY SINGLE 1740	\$ 730.68	US
CARLISLE	1101-290	1101-290	HYDRAULICS VALVE ASSY SINGLE 2200	\$ 919.96	US
CARLISLE	1101-293	1101-293	HYDRAULICS VALVE ASSY SINGLE 2200	\$ 819.79	US
CARLISLE	1101-295	1101-295	HYDRAULICS VALVE ASSY SINGLE 600	\$ 687.98	US
CARLISLE	1101-296	1101-296	HYDRAULICS VALVE ASSY SINGLE 800	\$ 496.23	US
CARLISLE	1101-301	1101-301	HYDRAULICS VALVE ASSY SINGLE 1550	\$ 614.75	US
CARLISLE	1101-312	1101-312	HYDRAULICS VALVE ASSY SINGLE 2320	\$ 593.37	US
CARLISLE	1101-321	1101-321	HYDRAULICS VALVE ASSY 1550 PSI	\$ 745.08	US
CARLISLE	1101-322	1101-322	HYDRAULICS VALVE ASSY 1550 PSI	\$ 530.62	US
CARLISLE	1101-335	1101-335	HYDRAULICS VALVE ASSY SINGLE 450	\$ 623.24	US

CARLISLE	1101-337	1101-337	HYDRAULICS VALVE ASSY SINGLE 1000	\$ 697.14	US
CARLISLE	1104-105	1104-105	HYDRAULICS VALVE ASSY TANDEM	\$ 1,617.58	US
CARLISLE	1104-106	1104-106	HYDRAULICS VALVE ASSY TANDEM	\$ 1,654.46	US
CARLISLE	1104-111SP	1104-111SP	HYDRAULICS VALVE ASSY TANDEM KIT	\$ 2,479.24	US
CARLISLE	1104-112	1104-112	HYDRAULICS VALVE ASSY TENDEM	\$ 2,474.72	US
CARLISLE	1104-126SP	1104-126SP	HYDRAULICS VALVE ASSY TANDEM KIT	\$ 1,915.72	US
CARLISLE	1104-128	1104-128	HYDRAULICS VALVE ASSY TANDEM	\$ 2,430.96	US
CARLISLE	1104-134	1104-134	HYDRAULICS VALVE ASSY TANDEM 1800	\$ 1,206.38	US
CARLISLE	1104-301	1104-301	HYDRAULICS VALVE ASSY TANDEM	\$ 2,437.06	US
CARLISLE	1104-303	1104-303	HYDRAULICS VALVE ASSY TANDEM	\$ 1,342.29	US
CARLISLE	1104-305	1104-305	HYDRAULICS VALVE ASSY TANDEM 1500	\$ 1,245.10	US
CARLISLE	1104-306	1104-306	HYDRAULICS VALVE ASSY TANDEM 725	\$ 834.12	US
CARLISLE	1104-313	1104-313	HYDRAULICS VALVE ASSY TANDEM 500	\$ 1,000.86	US
CARLISLE	1104-322	1104-322	HYDRAULICS VALVE ASSY TANDEM 1000	\$ 854.41	US
CARLISLE	1104-327	1104-327	HYDRAULICS VALVE ASSY TANDEM	\$ 1,642.14	US
CARLISLE	1104-328	1104-328	HYDRAULICS VALVE ASSY TANDEM 1500	\$ 970.07	US
CARLISLE	1104-331	1104-331	HYDRAULICS VALVE ASSY TANDEM 500	\$ 833.45	US
CARLISLE	1104-333	1104-333	HYDRAULICS VALVE ASSY TANDEM	\$ 1,610.01	US
CARLISLE	1104-336	1104-336	HYDRAULICS VALVE ASSY TANDEM 500	\$ 1,081.90	US
CARLISLE	1104-340	1104-340	HYDRAULICS VALVE ASSY TANDEM	\$ 1,783.38	US
CARLISLE	1104-342	1104-342	HYDRAULICS VALVE ASSY TANDEM 1500	\$ 1,582.71	US
CARLISLE	1104-352	1104-352	HYDRAULICS VALVE ASSY TANDEM	\$ 1,516.41	US
CARLISLE	1104-363	1104-363	HYDRAULICS VALVE ASSY TANDEM	\$ 1,335.65	US
CARLISLE	1104-366	1104-366	HYDRAULICS VALVE ASSY TANDEM	\$ 1,207.28	US
CARLISLE	1104-381	1104-381	HYDRAULICS VALVE ASSY TANDEM PILOT	\$ 1,785.26	US
CARLISLE	1104-382	1104-382	HYDRAULICS VALVE ASSY TANDEM PILOT	\$ 2,932.75	US
CARLISLE	1104-414	1104-414	HYDRAULICS VALVE ASSY DUAL	\$ 1,664.88	US
CARLISLE	112-7007	112-7007	SERVICE BRAKES CAM	\$ 57.62	US
CARLISLE	113-72	113-72	HYDRAULICS GUIDE RETAINER SPRING	\$ 81.14	US
CARLISLE	116-128B	116-128B	SERVICE BRAKES PISTON ASSY KIT	\$ 117.35	US
CARLISLE	116-169	116-169	HYDRAULICS PISTON ASSY	\$ 655.40	US
CARLISLE	116-170	116-170	HYDRAULICS PISTON ASSY	\$ 486.72	US
CARLISLE	116-177	116-177	HYDRAULICS PISTON ASSY	\$ 329.47	US
CARLISLE	116-186	116-186	HYDRAULICS PISTON ASSY	\$ 344.85	US
CARLISLE	116-294	116-294	HYDRAULICS PISTON ASSY	\$ 314.98	US
CARLISLE	116-7302	116-7302	HYDRAULICS PISTON ASSY	\$ 269.78	US
CARLISLE	1205W205	1205W205	DRUM BRAKE - COMPONENTS RETAINER-SEAL	\$ 4.96	US
CARLISLE	1218W23	1218W23	DRUM BRAKE - COMPONENTS SNAP RING	\$ 1.71	US
CARLISLE	1225J218	1225J218	DRUM BRAKE - COMPONENTS BUSHING	\$ 22.07	MX

CARLISLE	1259Q121	1259Q121	DRUM BRAKE - COMPONENTS ANCHOR PIN	\$ 69.23	US
CARLISLE	133-476	133-476	SERVICE BRAKES DISK 18.04x7.75x0.512	\$ 473.37	US
CARLISLE	133-863	133-863	SERVICE BRAKES DISK 19.0x9.06x0.504	\$ 424.70	US
CARLISLE	133-864	133-864	SERVICE BRAKES DISC 22.75X10.43X0.74	\$ 1,336.35	US
CARLISLE	133-873	133-873	SERVICE BRAKES DISC 16.5X7.5X0.5	\$ 867.60	US
CARLISLE	133-916	133-916	SERVICE BRAKES DISK 19.0x9.75x0.508	\$ 464.61	US
CARLISLE	134-213	134-213	SERVICE BRAKES DISC ASSY OD 25.0 ID	\$ 2,743.22	US
CARLISLE	148-525	148-525	SERVICE BRAKES BRACKET MTG H6	\$ 563.36	US
CARLISLE	148-60	148-60	HYDRAULICS BRACKET MTG MASTER CYL	\$ 575.43	US
CARLISLE	1729L428	1729L428	DRUM BRAKES FLAT WASHER	\$ 38.35	US
CARLISLE	192-8	192-8	HYDRAULICS CONNECTOR HYDRAULIC	\$ 8.68	US
CARLISLE	1H110	1H110	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.84	US
CARLISLE	1H118	1H118	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.73	US
CARLISLE	1H125	1H125	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.34	US
CARLISLE	1H125-HP	1H125-HP	CLUTCH BUTTONS BUTTON, HIGH PERFORMANCE	\$ 4.62	US
CARLISLE	1H140	1H140	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.15	US
CARLISLE	1H156	1H156	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.11	US
CARLISLE	1H173	1H173	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.24	US
CARLISLE	1H187	1H187	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.53	US
CARLISLE	1HC125	1HC125	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.06	US
CARLISLE	1HC140	1HC140	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.11	US
CARLISLE	1HC156	1HC156	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.43	US
CARLISLE	1HC187	1HC187	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.50	US
CARLISLE	2000A1275	2000A1275	DRUM BRAKES LINING KIT	\$ 894.12	US
CARLISLE	2000A1535	2000A1535	SERVICE BRAKES LINING KIT	\$ 870.12	US
CARLISLE	2000B1276	2000B1276	DRUM BRAKES LINING KIT	\$ 674.60	US
CARLISLE	2000C1277	2000C1277	DRUM BRAKES LINING KIT	\$ 352.28	US
CARLISLE	2000C1355	2000C1355	DRUM BRAKES LINING KIT	\$ 585.68	US
CARLISLE	2000C1407	2000C1407	DRUM BRAKES LINING KIT	\$ 1,616.16	US
CARLISLE	2000C1537	2000C1537	SERVICE BRAKES LINING KIT	\$ 461.58	US
CARLISLE	2000C1641	2000C1641	SERVICE BRAKES LINING KIT	\$ 588.89	US
CARLISLE	2000D1538	2000D1538	DRUM BRAKES LINING KIT	\$ 929.66	US
CARLISLE	2000D1642	2000D1642	SERVICE BRAKES LINING KIT	\$ 601.32	US
CARLISLE	2000E1305	2000E1305	DRUM BRAKES LINING KIT	\$ 5,820.16	GB
CARLISLE	2000E1331	2000E1331	DRUM BRAKES LINING KIT	\$ 360.32	US
CARLISLE	2000E1539	2000E1539	SERVICE BRAKES LINING KIT	\$ 449.06	US
CARLISLE	2000H1516	2000H1516	SERVICE BRAKES LINING KIT	\$ 99.08	US
CARLISLE	2000K1337	2000K1337	DRUM BRAKES LINING KIT	\$ 1,950.06	US
CARLISLE	2000L1338	2000L1338	DRUM BRAKES LINING KIT	\$ 1,362.58	US

CARLISLE	2000L1468	2000L1468	SERVICE BRAKES LINING KIT	\$ 312.49	US
CARLISLE	2000M1469	2000M1469	SERVICE BRAKES LINING KIT	\$ 347.59	US
CARLISLE	2000N1340	2000N1340	DRUM BRAKES LINING KIT	\$ 3,195.97	GB
CARLISLE	2000P1394	2000P1394	DRUM BRAKES LINING KIT	\$ 392.61	US
CARLISLE	2000Q1473	2000Q1473	SERVICE BRAKES LINING KIT	\$ 372.56	US
CARLISLE	2000Q1525	2000Q1525	SERVICE BRAKES LINING KIT EBL-550	\$ 445.93	US
CARLISLE	2000R1370	2000R1370	DRUM BRAKES LINING KIT	\$ 141.81	US
CARLISLE	2000S1397	2000S1397	DRUM BRAKES LINING KIT	\$ 207.87	US
CARLISLE	2000T1268	2000T1268	DRUM BRAKES LINING KIT	\$ 480.75	US
CARLISLE	2000T1346	2000T1346	DRUM BRAKES LINING KIT	\$ 443.15	US
CARLISLE	2000T1528	2000T1528	SERVICE BRAKES LINING KIT	\$ 502.63	US
CARLISLE	2000U1269	2000U1269	DRUM BRAKES LINING KIT	\$ 485.73	US
CARLISLE	2000V1270	2000V1270	DRUM BRAKES LINING KIT	\$ 837.50	US
CARLISLE	2000W1271	2000W1271	DRUM BRAKES LINING KIT	\$ 299.00	US
CARLISLE	2000W1635	2000W1635	SERVICE BRAKES LINING KIT	\$ 629.16	US
CARLISLE	2000Y1533	2000Y1533	SERVICE BRAKES LINING KIT	\$ 260.50	US
CARLISLE	20-200	20-200	HYDRAULICS PIN TORQUE C2	\$ 68.54	US
CARLISLE	20-7689	20-7689	HYDRAULICS PIN ACTUATOR PIVOT	\$ 10.84	US
CARLISLE	2101-111	2101-111	HYDRAULICS VALVE ASSY SINGLE 1500	\$ 1,963.78	US
CARLISLE	2101-119	2101-119	HYDRAULICS VALVE ASSY LEVER 1500	\$ 2,453.14	US
CARLISLE	2101-120	2101-120	HYDRAULICS VALVE ASSY LEVER	\$ 7,388.20	US
CARLISLE	2101-123	2101-123	HYDRAULICS VALVE ASSY SINGLE 1500	\$ 2,171.47	US
CARLISLE	2101-129	2101-129	HYDRAULICS VALVE ASSY SINGLE 850	\$ 2,123.24	US
CARLISLE	2101-132	2101-132	HYDRAULICS VALVE ASSY SINGLE 700 S	\$ 1,899.86	US
CARLISLE	2101-140	2101-140	HYDRAULICS VALVE ASSY LEVER 475	\$ 2,430.96	US
CARLISLE	2101-152	2101-152	HYDRAULICS VALVE ASSY SINGLE 700	\$ 3,088.28	US
CARLISLE	2102-111	2102-111	HYDRAULICS VALVE ASSY DUAL	\$ 3,872.76	US
CARLISLE	2102-117	2102-117	HYDRAULICS VALVE ASSY DUAL	\$ 3,224.88	US
CARLISLE	2102-119	2102-119	HYDRAULICS VALVE ASSY DUAL	\$ 2,917.83	US
CARLISLE	2102-122	2102-122	HYDRAULICS VALVE ASSY DUAL	\$ 3,333.61	US
CARLISLE	2102-141	2102-141	HYDRAULICS VALVE ASSY DUAL	\$ 3,565.48	US
CARLISLE	2102-143	2102-143	HYDRAULICS VALVE ASSY DUAL	\$ 3,300.52	US
CARLISLE	2102-145	2102-145	HYDRAULICS VALVE ASSY DUAL	\$ 3,515.38	US
CARLISLE	2102-149	2102-149	HYDRAULICS VALVE ASSY DUAL 1650/800	\$ 4,045.15	US
CARLISLE	2102-155	2102-155	HYDRAULICS VALVE ASSY DUAL 800/800	\$ 2,460.50	US
CARLISLE	2102-165	2102-165	HYDRAULICS VALVE ASSY DUAL	\$ 4,198.59	US
CARLISLE	2102-167	2102-167	HYDRAULICS VALVE ASSY DUAL	\$ 3,548.70	US
CARLISLE	2102-192	2102-192	HYDRAULICS VALVE ASSY DUAL	\$ 3,872.76	US
CARLISLE	2102-199	2102-199	HYDRAULICS VALVE ASSY DUAL	\$ 2,934.91	US

CARLISLE	2102-200	2102-200	HYDRAULICS VALVE ASSY DUAL 500/500	\$ 2,340.34	US
CARLISLE	2102-201	2102-201	HYDRAULICS VALVE ASSY DUAL	\$ 4,474.91	US
CARLISLE	2102-213	2102-213	HYDRAULICS VALVE ASSY DUAL	\$ 3,643.19	US
CARLISLE	2102-308	2102-308	HYDRAULICS VALVE ASSY DUAL	\$ 2,805.72	US
CARLISLE	2103-121	2103-121	HYDRAULICS VALVE ASSY SINGLE	\$ 1,989.21	US
CARLISLE	2105-103	2105-103	VALVE ASSY DUAL VALVE ASSY DUAL	\$ 3,927.41	US
CARLISLE	2105-104	2105-104	HYDRAULICS VALVE ASSY DUAL	\$ 3,420.80	US
CARLISLE	2105-105	2105-105	HYDRAULICS VALVE ASSY DUAL	\$ 3,562.25	US
CARLISLE	2105-106	2105-106	HYDRAULICS VALVE ASSY DUAL	\$ 4,721.77	US
CARLISLE	2105-124	2105-124	HYDRAULICS VALVE ASSY DUAL	\$ 4,016.72	US
CARLISLE	2105-125	2105-125	HYDRAULICS VALVE ASSY DUAL	\$ 3,635.87	US
CARLISLE	2-1229-1	2-1229-1	SERVICE BRAKES BRK ASSY 20 1/4X5	\$ 10,794.41	US
CARLISLE	2-1341-1	2-1341-1	SERVICE BRAKES BRK ASSY 22X5 ET	\$ 5,559.10	US
CARLISLE	2-1374-1	2-1374-1	SERVICE BRAKES BRK ASSY 26X5 ET(MO)	\$ 8,908.15	US
CARLISLE	221-102	221-102	HYDRAULICS ACTUATOR ASSY	\$ 2,562.92	US
CARLISLE	221-104SP	221-104SP	HYDRAULICS ACTUATOR ASSY KIT	\$ 3,415.44	US
CARLISLE	221-15	221-15	HYDRAULICS ACTUATOR ASSY	\$ 3,530.31	US
CARLISLE	221-17	221-17	HYDRAULICS ACTUATOR ASSY	\$ 4,450.01	US
CARLISLE	221-18SP	221-18SP	HYDRAULICS ACTUATOR ASSY KIT	\$ 3,685.40	US
CARLISLE	221-46	221-46	HYDRAULICS ACTUATOR ASSY	\$ 4,450.01	US
CARLISLE	2230E1175F	2230E1175F	SERVICE BRAKES PISTON KIT PD1425	\$ 118.47	CA
CARLISLE	2230E1201F	2230E1201F	SERVICE BRAKES PISTON KIT SCL70	\$ 335.19	CA
CARLISLE	2230E1227F	2230E1227F	SERVICE BRAKES PISTON KIT HDBC4225	\$ 125.85	US
CARLISLE	2240L4848	2240L4848	DRUM BRAKES LINING-SERVICE	\$ 31.64	US
CARLISLE	2240L4900	2240L4900	DRUM BRAKES LINING	\$ 82.28	US
CARLISLE	2247W101	2247W101	DRUM BRAKE - COMPONENTS ROLLER	\$ 254.08	US
CARLISLE	2258D1252	2258D1252	DRUM BRAKE - COMPONENTS SPRING-SHOE-RET	\$ 74.57	US
CARLISLE	2258F370	2258F370	DRUM BRAKE - COMPONENTS SPRING	\$ 65.64	US
CARLISLE	2264U1009	2264U1009	SERVICE BRAKES DUST SHIELD	\$ 129.32	US
CARLISLE	2297E3541	2297E3541	DRUM BRAKES GUIDE WEDGE	\$ 7.20	US
CARLISLE	2297W2779	2297W2779	DRUM BRAKES PLUNGER	\$ 636.60	CA
CARLISLE	244-2516	244-2516	SERVICE BRAKES LINING ASSY G1 ES98.49	\$ 434.24	JP
CARLISLE	244-549	244-549	SERVICE BRAKES LINING ASSY G2-5 ES16.86	\$ 102.57	US
CARLISLE	244-7800	244-7800	SERVICE BRAKES LINING ASSY SCISSOR	\$ 98.81	US
CARLISLE	244-7893	244-7893	SERVICE BRAKES LINING & ROTOR ASSY	\$ 595.38	US
CARLISLE	25-7000	25-7000	HYDRAULICS COLLAR CLAMP	\$ 21.18	US
CARLISLE	26-7435	26-7435	HYDRAULICS BUSHING SLEEVE NYLON	\$ 10.62	US
CARLISLE	2740S5297	2740S5297	DRUM BRAKES ADJ END LINING	\$ 237.81	US
CARLISLE	2740T5298	2740T5298	DRUM BRAKES ANCHOR END LINING	\$ 80.69	US

CARLISLE	2758J36	2758J36	DRUM BRAKES BRK SHOE RETURN SPRING	\$ 28.39	US
CARLISLE	295-100	295-100	SERVICE BRAKES PISTON HSG ASSY	\$ 3,934.45	US
CARLISLE	295-21	295-21	SERVICE BRAKES PISTON HSG ASSY	\$ 940.90	US
CARLISLE	295-22	295-22	SERVICE BRAKES PISTON HSG ASSY	\$ 702.19	US
CARLISLE	295-37	295-37	SERVICE BRAKES PISTON HSG ASSY	\$ 579.02	US
CARLISLE	295-7001SP	295-7001SP	SERVICE BRAKES PISTON HOUSING ASSY KIT	\$ 673.22	US
CARLISLE	295-7004	295-7004	SERVICE BRAKES PISTON HSG ASSY F4	\$ 940.95	US
CARLISLE	295-7005	295-7005	SERVICE BRAKES PISTON HSG ASSY F4	\$ 826.16	US
CARLISLE	295-7006SP	295-7006SP	SERVICE BRAKES PISTON HOUSING ASSY F4...	\$ 944.72	US
CARLISLE	295-7008SP	295-7008SP	SERVICE BRAKES PISTON HOUSING ASSY F4...	\$ 806.28	US
CARLISLE	295-7010B	295-7010B	SERVICE BRAKES PISTON HSG ASSY	\$ 392.41	US
CARLISLE	295-7011	295-7011	SERVICE BRAKES PISTON HSG ASSY	\$ 826.13	US
CARLISLE	295-7012SP	295-7012SP	SERVICE BRAKES PISTON HOUSING ASSY KIT	\$ 366.42	US
CARLISLE	295-7022	295-7022	SERVICE BRAKES ASSY PISTON HDBC	\$ 549.66	US
CARLISLE	295-96	295-96	SERVICE BRAKES PISTON HSG ASSY	\$ 2,741.27	US
CARLISLE	295-97	295-97	SERVICE BRAKES PISTON HSG ASSY	\$ 3,439.48	US
CARLISLE	295-99	295-99	SERVICE BRAKES ASSY PISTON & HSG G2	\$ 5,060.77	US
CARLISLE	304-197	304-197	HYDRAULICS OVERHAUL KIT MC (MO)	\$ 175.35	US
CARLISLE	304-198	304-198	HYDRAULICS OVERHAUL KIT MC (MO)	\$ 196.33	US
CARLISLE	304-250	304-250	SERVICE BRAKES OVERHAUL LINING KIT	\$ 490.13	US
CARLISLE	304-252	304-252	SERVICE BRAKES OVERHAUL KIT G2	\$ 469.04	US
CARLISLE	304-253	304-253	SERVICE BRAKES SPRING KIT G2-5	\$ 978.34	US
CARLISLE	304-401	304-401	SERVICE BRAKES OVERHAUL ADJ KIT	\$ 187.02	CA
CARLISLE	304-7004	304-7004	SERVICE BRAKES OVERHAUL KIT J6 ES97.9	\$ 1,279.04	CA
CARLISLE	304-7009	304-7009	SERVICE BRAKES OVERHAUL KIT F4-25 (BF)	\$ 541.57	US
CARLISLE	304-7013	304-7013	SERVICE BRAKES OVERHAUL KIT FF4-25 (MO)	\$ 582.77	US
CARLISLE	304-7023	304-7023	PARK BRAKES OVERHAUL KIT RT CW CAM	\$ 56.79	US
CARLISLE	304-7024	304-7024	PARK BRAKES OVERHAUL KIT RT BI CAM	\$ 48.86	US
CARLISLE	304-7037	304-7037	SERVICE BRAKES OVERHAUL KIT M6-25	\$ 1,357.14	US
CARLISLE	304-7055	304-7055	SERVICE BRAKES OVERHAUL KIT HH6 (MO-HT)	\$ 653.61	US
CARLISLE	304-7059	304-7059	SERVICE BRAKES OVERHAUL KIT	\$ 871.48	US
CARLISLE	304-7062	304-7062	PARK BRAKES OVERHAUL KIT RT CCW	\$ 61.63	US
CARLISLE	304-7064	304-7064	PARK BRAKES KIT HARDWARE RT	\$ 136.49	US
CARLISLE	304-7069	304-7069	SERVICE BRAKES OVERHAUL KIT FF-6	\$ 234.81	US
CARLISLE	304-7071	304-7071	SERVICE BRAKES OVERHAUL KIT F4-20 (MO)	\$ 398.11	US
CARLISLE	304-7072	304-7072	SERVICE BRAKES OVERHAUL KIT F4-25 MO	\$ 552.69	US
CARLISLE	304-7077	304-7077	PARK BRAKES OVERHAUL KIT SA7000	\$ 340.01	US
CARLISLE	304-7089	304-7089	PARK BRAKES OVERHAUL KIT RT CW CAM	\$ 28.87	US
CARLISLE	304-7099	304-7099	PARK BRAKES HARDWARE KIT RT	\$ 117.84	US

CARLISLE	304-7102	304-7102	PARK BRAKES HARDWARE KIT RT	\$ 130.24	US
CARLISLE	304-7105	304-7105	PARK BRAKES BRK KIT ASSY RT	\$ 145.48	US
CARLISLE	304-7118	304-7118	PARK BRAKES SEAL KIT INTENSIFIER	\$ 62.24	US
CARLISLE	304-7124	304-7124	HYDRAULICS SPRING KIT 2100 DUAL	\$ 149.90	US
CARLISLE	304-7127	304-7127	PARK BRAKES PARTS KIT SA7000	\$ 63.52	US
CARLISLE	304-7163	304-7163	SERVICE BRAKES CROSSOVER TUBE KIT	\$ 276.99	US
CARLISLE	304-7164	304-7164	SERVICE BRAKES CROSSOVER TUBE KIT	\$ 192.63	US
CARLISLE	304-7165	304-7165	SERVICE BRAKES CROSSOVER TUBE KIT	\$ 384.29	US
CARLISLE	304-7167	304-7167	HYDRAULICS SPRING KIT 2100 DUAL	\$ 109.11	US
CARLISLE	304-7170	304-7170	PARK BRAKES SPRING KIT DISC SA7	\$ 66.06	US
CARLISLE	304-7174	304-7174	SERVICE BRAKES OVERHAUL PARTS KIT SCL56	\$ 1,778.05	US
CARLISLE	304-7175	304-7175	SERVICE BRAKES DUST SHIELD KIT	\$ 278.44	US
CARLISLE	304-7179	304-7179	PARK BRAKES OVERHAUL KIT LP SA7000	\$ 266.75	US
CARLISLE	304-7180	304-7180	PARK BRAKES OVERHAUL KIT LP SA7000	\$ 477.09	US
CARLISLE	304-7187	304-7187	PARK BRAKES OVERHAUL KIT LH RT7000	\$ 643.67	US
CARLISLE	304-7189	304-7189	PARK BRAKES OVERHAUL KIT RH RT7000	\$ 643.67	US
CARLISLE	304-7192	304-7192	SERVICE BRAKES HDBC4225 PARK, PISTON	\$ 724.49	US
CARLISLE	304-7193	304-7193	SERVICE BRAKES HDBC4225 PARK, PISTON	\$ 728.83	US
CARLISLE	304-7196	304-7196	PARK BRAKES KIT PARTS SA7000	\$ 131.23	US
CARLISLE	304-7204	304-7204	PARK BRAKES OVERHAUL KIT SA7 GEN 2	\$ 379.28	US
CARLISLE	304-7206	304-7206	PARK BRAKES OVERHAUL KIT	\$ 763.56	US
CARLISLE	304-7207	304-7207	PARK BRAKES OVERHAUL KIT SA14000	\$ 331.80	US
CARLISLE	304-7208	304-7208	PARK BRAKES DISC SPRING KIT SA14000	\$ 243.69	US
CARLISLE	304-7209	304-7209	PARK BRAKES CENTERING SPRING KIT	\$ 11.91	US
CARLISLE	304-7218	304-7218	SERVICE BRAKES PISTON KIT CAP	\$ 174.58	CA
CARLISLE	304-7219	304-7219	SERVICE BRAKES PISTON KIT	\$ 316.83	US
CARLISLE	304-7241	304-7241	SERVICE BRAKES HRDWR KIT OUTER STATOR FC	\$ 31.86	US
CARLISLE	304-7252	304-7252	SERVICE BRAKES SPRING KIT HDBC	\$ 1,387.17	DE
CARLISLE	304-7253	304-7253	SERVICE BRAKES OVERHAUL KIT	\$ 578.28	US
CARLISLE	304-7255	304-7255	SERVICE BRAKES PARK BRK SVC KIT HDBC	\$ 364.34	CA
CARLISLE	304-7256	304-7256	SERVICE BRAKES PARK BRK SVC KIT HDBC...	\$ 364.32	CA
CARLISLE	304-7280	304-7280	SERVICE BRAKES OVERHAUL KIT	\$ 553.36	CA
CARLISLE	304-7286	304-7286	SERVICE BRAKES PISTON KIT HDBC4225	\$ 692.53	US
CARLISLE	304-7287	304-7287	SERVICE BRAKES PARK BRK SVC KIT	\$ 364.36	CA
CARLISLE	304-7288	304-7288	SERVICE BRAKES PARK BRK SVC KIT LOW TEMP	\$ 395.07	CA
CARLISLE	304-7289	304-7289	SERVICE BRAKES PISTON KIT HDBC4225 LT	\$ 706.66	US
CARLISLE	304-7290	304-7290	SERVICE BRAKES OVERHAUL KIT SCL56	\$ 2,476.94	US
CARLISLE	304-7310	304-7310	PARK BRAKES SLEEVE/BOLT SUB-ASSY KIT	\$ 104.18	US
CARLISLE	304-7311	304-7311	PARK BRAKES OVERHAUL KIT RT BRK	\$ 202.43	US

CARLISLE	304-7312	304-7312	SERVICE BRAKES ENDPLATE KIT SCL19HC	\$ 919.09	US
CARLISLE	304-7313	304-7313	SERVICE BRAKES CROSSOVER TUBE KIT	\$ 217.20	US
CARLISLE	304-7315	304-7315	PARK BRAKES OVERHAUL KIT RT-7000	\$ 752.74	US
CARLISLE	304-7325	304-7325	SERVICE BRAKES TORQUE PLATE KIT LH FC-L	\$ 1,720.72	US
CARLISLE	304-7326	304-7326	SERVICE BRAKES TORQUE PLATE KIT RH FC-L	\$ 1,695.87	US
CARLISLE	304-7331	304-7331	SERVICE BRAKES RETRACTOR ASSY KIT	\$ 317.39	US
CARLISLE	304-7338	304-7338	SERVICE BRAKES OVERHAUL PARTS KIT SCL56	\$ 3,592.88	US
CARLISLE	304-7339	304-7339	PARK BRAKES MOUNTING KIT	\$ 236.59	US
CARLISLE	304-7340	304-7340	PARK BRAKES OVERHAUL KIT	\$ 469.48	US
CARLISLE	304-7341	304-7341	PARK BRAKES SPRING KIT - URETHANE	\$ 94.95	US
CARLISLE	304-7343	304-7343	PARK BRAKES PISTON KIT	\$ 365.42	US
CARLISLE	304-7353	304-7353	PARK BRAKES OVERHAUL KIT RT	\$ 141.87	US
CARLISLE	304-7363	304-7363	SERVICE BRAKES MOUNTING KETING SCL56HC	\$ 1,111.40	US
CARLISLE	304-7364	304-7364	SERVICE BRAKES CROSSOVER TUBE KIT FF6	\$ 210.06	US
CARLISLE	304-7377	304-7377	SERVICE BRAKES OVERHAUL PARTS KIT SCL56	\$ 2,606.50	US
CARLISLE	304-7380	304-7380	SERVICE BRAKES OVERHAUL PARTS KIT SCL56	\$ 3,392.51	US
CARLISLE	304-7381	304-7381	SERVICE BRAKES OVERHAUL PARTS KIT SCL56	\$ 3,040.18	US
CARLISLE	304-7409	304-7409	HYDRAULICS KIT PARTS ADJUSTER (MO)	\$ 36.35	US
CARLISLE	304-7411	304-7411	DRUM BRAKES KIT LEVER	\$ 12.36	JP
CARLISLE	304-7464	304-7464	PARK BRAKES KIT OVERHAUL G2-7	\$ 1,686.42	US
CARLISLE	304-7475SP	304-7475SP	SERVICE BRAKES KIT TORQUE PIN M6-29	\$ 503.11	US
CARLISLE	304-7476SP	304-7476SP	SERVICE BRAKES KIT OVERHAUL HH6	\$ 759.91	US
CARLISLE	304-7477SP	304-7477SP	SERVICE BRAKES KIT HARDWARE HH6	\$ 275.77	US
CARLISLE	304-7478SP	304-7478SP	SERVICE BRAKES KIT TORQUE PIN HH6	\$ 310.20	US
CARLISLE	304-7479SP	304-7479SP	SERVICE BRAKES KIT ENDPLATE SCL56	\$ 1,070.63	US
CARLISLE	304-7480SP	304-7480SP	SERVICE BRAKES KIT OVERHAUL J6	\$ 1,866.68	US
CARLISLE	304-7481SP	304-7481SP	SERVICE BRAKES KIT OVERHAUL SCL2	\$ 941.64	US
CARLISLE	304-7482SP	304-7482SP	SERVICE BRAKES KIT ENDPLATE SCL2	\$ 290.34	US
CARLISLE	304-7483SP	304-7483SP	PARK BRAKES KIT OVERHAUL G2-7	\$ 2,181.02	US
CARLISLE	304-7484SP	304-7484SP	SERVICE BRAKES KIT TORQUE PIN M6-29	\$ 503.11	US
CARLISLE	304-7485SP	304-7485SP	SERVICE BRAKES KIT OVERHAUL M6-29	\$ 1,563.03	US
CARLISLE	304-7486SP	304-7486SP	SERVICE BRAKES KIT- OVERHAIL HDBC4225	\$ 5,476.10	US
CARLISLE	304-7487SP	304-7487SP	SERVICE BRAKES KIT OVERHAUL SCL2	\$ 935.44	US
CARLISLE	304-7488SP	304-7488SP	SERVICE BRAKES KIT OVERHAUL SCL53	\$ 1,580.78	US
CARLISLE	304-7489SP	304-7489SP	SERVICE BRAKES KIT THREADED CAP HDB640	\$ 327.87	US
CARLISLE	304-7490	304-7490	SERVICE BRAKES KIT OVERHAUL J6	\$ 1,236.44	US
CARLISLE	304-7491SP	304-7491SP	SERVICE BRAKES KIT OVERHAUL SCL2	\$ 981.58	US
CARLISLE	304-7492SP	304-7492SP	SERVICE BRAKES KIT ENDPLATE PD1425	\$ 1,045.84	US
CARLISLE	304-7493SP	304-7493SP	PARK BRAKES KIT OVERHAUL G2-7	\$ 2,112.45	US

CARLISLE	304-7494SP	304-7494SP	PARK BRAKES KIT HARDWARE G2-7	\$ 646.02	US
CARLISLE	304-7495SP	304-7495SP	SERVICE BRAKES KIT TORQUE PIN HH6	\$ 671.25	US
CARLISLE	304-7496SP	304-7496SP	SERVICE BRAKES KIT HARDWARE HH6	\$ 343.39	US
CARLISLE	304-7497SP	304-7497SP	SERVICE BRAKES KIT OVERHAUL HH6	\$ 851.13	US
CARLISLE	304-7498SP	304-7498SP	SERVICE BRAKES KIT OVERHAUL SCL2	\$ 1,276.58	US
CARLISLE	304-7499SP	304-7499SP	PARK BRAKES KIT OVERHAUL SCL25	\$ 1,554.40	US
CARLISLE	304-7500SP	304-7500SP	SERVICE BRAKES KIT OVERHUAL SCL2	\$ 1,013.59	US
CARLISLE	304-7501SP	304-7501SP	SERVICE BRAKES KIT OVERHAUL HDBC4225	\$ 3,361.25	US
CARLISLE	304-7502SP	304-7502SP	SERVICE BRAKES KIT OVERHAUL M6-29	\$ 1,288.65	US
CARLISLE	304-7503SP	304-7503SP	SERVICE BRAKES KIT OVERHAUL M6-29	\$ 2,758.55	US
CARLISLE	304-7504SP	304-7504SP	SERVICE BRAKES KIT HARDWARE M6-29	\$ 345.56	US
CARLISLE	304-7505SP	304-7505SP	SERVICE BRAKES KIT TORQUE PIN AA4	\$ 301.70	US
CARLISLE	304-7506SP	304-7506SP	SERVICE BRAKES KIT HARDWARE AA4	\$ 251.20	US
CARLISLE	304-7507SP	304-7507SP	SERVICE BRAKES KIT OVERHAUL AA4	\$ 801.38	US
CARLISLE	304-7508SP	304-7508SP	SERVICE BRAKES KIT OVERHAUL PD1425	\$ 2,420.17	US
CARLISLE	304-7509SP	304-7509SP	SERVICE BRAKES KIT PISTON LT	\$ 287.27	US
CARLISLE	304-7510SP	304-7510SP	SERVICE BRAKES KIT OVERHAUL LT	\$ 648.54	US
CARLISLE	304-7511SP	304-7511SP	SERVICE BRAKES KIT HARDWARE M4	\$ 318.84	US
CARLISLE	304-7512SP	304-7512SP	SERVICE BRAKES KIT OVERHAUL HDBC4225	\$ 3,117.70	US
CARLISLE	304-7513	304-7513	SERVICE BRAKES KIT OVERHAUL SCL1927	\$ 1,817.85	US
CARLISLE	304-7520	304-7520	SERVICE BRAKES KIT-OVERHAUL SCL19	\$ 2,607.17	US
CARLISLE	304W203	304W203	SERVICE BRAKES OVERHAUL KIT G1	\$ 398.33	JP
CARLISLE	304W7005	304W7005	SERVICE BRAKES AIR CHAMBER OVERHAUL KIT	\$ 103.08	US
CARLISLE	305-131	305-131	SERVICE BRAKES SPRING KIT ET 20.25X5	\$ 241.07	US
CARLISLE	305-132	305-132	SERVICE BRAKES SPRING KIT ET	\$ 744.68	US
CARLISLE	305-134	305-134	SERVICE BRAKES SPRING KIT ET 22X5	\$ 941.77	US
CARLISLE	305-300	305-300	SERVICE BRAKES SPRING KIT ET	\$ 663.84	US
CARLISLE	305-7010	305-7010	HYDRAULICS SPRING KIT 2100 DUAL	\$ 205.87	US
CARLISLE	305-7013	305-7013	SERVICE BRAKES SPRING KIT G2-6	\$ 638.23	US
CARLISLE	305-7014	305-7014	SERVICE BRAKES SPRING KIT G2-7	\$ 949.20	US
CARLISLE	305-7030	305-7030	HYDRAULICS SPRING KIT 2100 DUAL	\$ 228.88	US
CARLISLE	305-7035	305-7035	HYDRAULICS SPRING KIT 2100 SINGLE	\$ 151.35	US
CARLISLE	305-7038	305-7038	HYDRAULICS SPRING KIT 2100 SINGLE	\$ 150.49	US
CARLISLE	305-7047	305-7047	HYDRAULICS SPRING KIT	\$ 161.59	US
CARLISLE	305-7058	305-7058	HYDRAULICS SPRING KIT 2100 DUAL	\$ 185.68	US
CARLISLE	305-7060	305-7060	PARK BRAKES SPRING KIT SA7000 LP &	\$ 173.23	US
CARLISLE	305-7061	305-7061	PARK BRAKES SPRING KIT URETHANE	\$ 40.37	US
CARLISLE	305-7302	305-7302	SERVICE BRAKES SPRING KIT RETRACTING ET	\$ 543.42	US
CARLISLE	305-7303	305-7303	SERVICE BRAKES SPRING KIT RETRACTING ET	\$ 403.26	US

CARLISLE	306-106	306-106	SERVICE BRAKES SEAL KIT C2 (MO)	\$ 24.71	US
CARLISLE	306-107	306-107	HYDRAULICS SEAL KIT ADJ ASSY	\$ 88.15	US
CARLISLE	306-142	306-142	SEAL KIT SEAL KIT A4 (BF)	\$ 31.81	US
CARLISLE	306-143	306-143	SEAL KIT SEAL KIT A4 (MO)	\$ 33.47	US
CARLISLE	306-144	306-144	SERVICE BRAKES SEAL KIT A2 (BF)	\$ 36.59	US
CARLISLE	306-145	306-145	SEAL KIT SEAL KIT A2 B2 (BF)	\$ 29.78	US
CARLISLE	306-149	306-149	HYDRAULICS SEAL KIT MC (MO)	\$ 98.73	US
CARLISLE	306-150	306-150	HYDRAULICS SEAL KIT MC (BF)	\$ 162.13	US
CARLISLE	306-152	306-152	SEAL KIT SEAL KIT G6 (MO)	\$ 73.92	US
CARLISLE	306-154	306-154	SERVICE BRAKES SEAL KIT G6 (BF)	\$ 914.09	US
CARLISLE	306-158	306-158	SERVICE BRAKES SEAL KIT HH6 (BF)	\$ 122.81	TW
CARLISLE	306-159	306-159	SEAL KIT SEAL KIT HH6 (MO)	\$ 108.09	TW
CARLISLE	306-160	306-160	SEAL KIT SEAL KIT H6 (BF)	\$ 47.18	TW
CARLISLE	306-161	306-161	SERVICE BRAKES SEAL KIT H4 (BF)	\$ 52.28	TW
CARLISLE	306-161E	306-161E	SERVICE BRAKES SEAL KIT H4 (BF)	\$ 31.01	US
CARLISLE	306-166	306-166	SEAL KIT SEAL KIT H6HT (MO)	\$ 57.84	TW
CARLISLE	306-167	306-167	SERVICE BRAKES SEAL KIT F4 (BF)	\$ 83.68	US
CARLISLE	306-169	306-169	SEAL KIT SEAL KIT K4 (BF)	\$ 66.48	US
CARLISLE	306-176	306-176	SEAL KIT SEAL KIT G2-5 (MO)	\$ 87.02	US
CARLISLE	306-180	306-180	SERVICE BRAKES SEAL KIT HH6HT (MO)	\$ 260.39	US
CARLISLE	306-197	306-197	SEAL KIT SEAL KIT F4 (MO)	\$ 46.47	US
CARLISLE	306-199	306-199	HYDRAULICS SEAL KIT MC (MO)	\$ 64.84	US
CARLISLE	306-200	306-200	SERVICE BRAKES SEAL KIT MC (MO)	\$ 74.49	US
CARLISLE	306-201	306-201	SERVICE BRAKES SEAL KIT K4 (MO)	\$ 228.81	US
CARLISLE	306-203	306-203	SERVICE BRAKES SEAL KIT J6 L6 (BF)	\$ 192.46	TW
CARLISLE	306-203E	306-203E	SERVICE BRAKES SEAL KIT J6 L6 (BF)	\$ 195.37	US
CARLISLE	306-2050	306-2050	SERVICE BRAKES SEAL KIT MHH6 (MO)	\$ 435.11	US
CARLISLE	306-219	306-219	SERVICE BRAKES SEAL KIT G2-5 (MO)	\$ 333.92	US
CARLISLE	306-221	306-221	HYDRAULICS SEAL KIT ADJ (MO)	\$ 46.06	US
CARLISLE	306-224	306-224	HYDRAULICS SEAL KIT ACTUATOR MC (MO)	\$ 43.99	US
CARLISLE	306-231	306-231	SEAL KIT SEAL KIT J6 L6 (MO)	\$ 155.08	TW
CARLISLE	306-232	306-232	SEAL KIT SEAL KIT HH6S (BF)	\$ 145.26	TW
CARLISLE	306-233	306-233	SERVICE BRAKES SEAL KIT HH6S (MO)	\$ 145.26	TW
CARLISLE	306-336	306-336	SEAL KIT SEAL KIT J6S L6S (MO)	\$ 325.55	US
CARLISLE	306-339	306-339	SEAL KIT SEAL KIT M6 (BF)	\$ 161.31	US
CARLISLE	306-340	306-340	SERVICE BRAKES SEAL KIT M4 (BF)	\$ 121.00	US
CARLISLE	306-340E	306-340E	SERVICE BRAKES SEAL KIT M4 (BF)	\$ 121.25	US
CARLISLE	306-345	306-345	SERVICE BRAKES SEAL KIT A4 B2 (MO)	\$ 73.70	US
CARLISLE	306-350	306-350	SEAL KIT SEAL KIT G2 (MO)	\$ 220.24	US

CARLISLE	306-7000	306-7000	HYDRAULICS SEAL KIT 2100 SINGLE	\$ 151.13	US
CARLISLE	306-7001	306-7001	HYDRAULICS SEAL KIT 2100 DUAL	\$ 147.96	US
CARLISLE	306-7004	306-7004	HYDRAULICS BOOT KIT 2100	\$ 19.43	US
CARLISLE	306-7010	306-7010	SERVICE BRAKES SEAL KIT SCL2 (BF-HT)	\$ 255.51	US
CARLISLE	306-7011	306-7011	SERVICE BRAKES SEAL KIT J6 (MO)	\$ 664.61	US
CARLISLE	306-7011E	306-7011E	SERVICE BRAKES SEAL KIT J6 (MO)	\$ 373.34	US
CARLISLE	306-7012	306-7012	SERVICE BRAKES SEAL KIT MHH6S (MO)	\$ 276.08	US
CARLISLE	306-7013	306-7013	HYDRAULICS SEAL KIT ADJ (MO)	\$ 97.66	US
CARLISLE	306-7014	306-7014	SERVICE BRAKES BOOT KIT G1	\$ 43.18	TW
CARLISLE	306-7015	306-7015	SERVICE BRAKES SEAL KIT HH6S (BF)	\$ 259.08	TW
CARLISLE	306-7016	306-7016	HYDRAULICS SEAL KIT 1100 (MO)	\$ 51.10	US
CARLISLE	306-7017	306-7017	HYDRAULICS SEAL KIT 1100 HYD	\$ 100.00	US
CARLISLE	306-7020	306-7020	SERVICE BRAKES SEAL KIT AA4	\$ 59.37	US
CARLISLE	306-7021	306-7021	HYDRAULICS SEAL KIT 2100 DUAL	\$ 141.96	US
CARLISLE	306-7026	306-7026	SERVICE BRAKES SEAL KIT FF4 (MO)	\$ 58.93	US
CARLISLE	306-7027	306-7027	SERVICE BRAKES SEAL KIT AA2 (BF)	\$ 114.35	US
CARLISLE	306-7030	306-7030	SERVICE BRAKES SEAL KIT LT (BF)	\$ 85.05	US
CARLISLE	306-7032	306-7032	SERVICE BRAKES SEAL KIT H6 (MO)	\$ 102.42	TW
CARLISLE	306-7038	306-7038	HYDRAULICS PARTS KIT DUAL STAGED	\$ 116.82	US
CARLISLE	306-7042	306-7042	SERVICE BRAKES SEAL KIT M4 (BF)	\$ 175.53	TW
CARLISLE	306-7044	306-7044	SERVICE BRAKES SEAL KIT M6V (MO)	\$ 309.08	US
CARLISLE	306-7045	306-7045	SEAL KIT SEAL KIT H6/HH6V (MO)	\$ 124.26	US
CARLISLE	306-7046	306-7046	SERVICE BRAKES SEAL KIT H6/HH6V (MO)	\$ 169.85	US
CARLISLE	306-7048	306-7048	HYDRAULICS SEAL KIT 2106 (MO)	\$ 246.42	US
CARLISLE	306-7049	306-7049	PARK BRAKES SEAL KIT SA7000 HP(MO)	\$ 52.42	US
CARLISLE	306-7052	306-7052	SERVICE BRAKES KIT M6 VS(MO)	\$ 411.21	US
CARLISLE	306-7054	306-7054	SERVICE BRAKES KIT M6 S (MO)	\$ 350.40	TW
CARLISLE	306-7055	306-7055	SEAL KIT SEAL KIT M6 HNBR(MO)	\$ 136.49	US
CARLISLE	306-7056	306-7056	HYDRAULICS SEAL KIT DUAL VALVE	\$ 118.48	US
CARLISLE	306-7060	306-7060	SEAL KIT SEAL KIT J6/HNBR (MO)	\$ 159.61	US
CARLISLE	306-7067	306-7067	SERVICE BRAKES SEAL KIT HH6 (MO-HT)	\$ 250.89	US
CARLISLE	306-7072	306-7072	SEAL KIT SEAL KIT M4 HNBR (MO)	\$ 176.83	US
CARLISLE	306-7073	306-7073	SERVICE BRAKES SEAL KIT M4 HNBR (MO)	\$ 254.33	US
CARLISLE	306-7076	306-7076	SERVICE BRAKES SEAL KIT HMB 14 2 (MO)	\$ 91.20	US
CARLISLE	306-7080	306-7080	HYDRAULICS SEAL KIT ADJ (MO)	\$ 138.09	US
CARLISLE	306-7086	306-7086	SERVICE BRAKES SEAL KIT HMB 6 18 (MO)	\$ 554.31	US
CARLISLE	306-7087	306-7087	SERVICE BRAKES SEAL KIT J6 (MO) S	\$ 282.22	TW
CARLISLE	306-7089	306-7089	PARK BRAKES SEAL KIT SA7000	\$ 63.83	US
CARLISLE	306-7090	306-7090	PARK BRAKES SEAL KIT SA7000 LP (MO)	\$ 69.40	US

CARLISLE	306-7092	306-7092	HYDRAULICS SEAL KIT 2102-201 (MO)	\$ 146.73	US
CARLISLE	306-7094	306-7094	HYDRAULICS SEAL KIT ADJ (MO)	\$ 53.21	US
CARLISLE	306-7100	306-7100	HYDRAULICS SEAL KIT 2100	\$ 155.46	US
CARLISLE	306-7112	306-7112	SERVICE BRAKES SEAL KIT FOR 419-8048	\$ 329.99	US
CARLISLE	306-7124	306-7124	SERVICE BRAKES SEAL KIT M4 S (MO)	\$ 119.77	TW
CARLISLE	306-7127	306-7127	SERVICE BRAKES SEAL KIT J6 VS (MO)	\$ 309.25	US
CARLISLE	306-7131	306-7131	SERVICE BRAKES SEAL KIT	\$ 1,325.25	US
CARLISLE	306-7132	306-7132	SERVICE BRAKES SEAL KIT HDBC4225 LT	\$ 200.21	US
CARLISLE	306-7139	306-7139	SERVICE BRAKES SEAL KIT FF6	\$ 119.55	US
CARLISLE	306-7143	306-7143	SERVICE BRAKES SEAL KIT FC	\$ 127.11	US
CARLISLE	306-7144	306-7144	PARK BRAKES SEAL KIT & CURE DATE	\$ 26.57	US
CARLISLE	306-7147	306-7147	SERVICE BRAKES SEAL KIT FCL	\$ 82.69	TW
CARLISLE	306-7149	306-7149	SERVICE BRAKES SEAL KIT M6-29	\$ 127.55	US
CARLISLE	306-7151	306-7151	SERVICE BRAKES SEAL KIT	\$ 123.73	US
CARLISLE	306-7157	306-7157	SERVICE BRAKES SEAL KIT (MO)	\$ 99.55	US
CARLISLE	306-7159	306-7159	SERVICE BRAKES SEAL KIT HDBC4225 LT	\$ 428.04	US
CARLISLE	306-7162	306-7162	SERVICE BRAKES SEAL KIT HDBC4225	\$ 158.28	US
CARLISLE	306-7163	306-7163	SERVICE BRAKES SEAL KIT HDBC4225 LT	\$ 306.41	US
CARLISLE	306-7171	306-7171	SERVICE BRAKES SEAL KIT SCL2 HNRB (MO)	\$ 128.18	MX
CARLISLE	306-7174	306-7174	PARK BRAKES SEAL KIT	\$ 1,504.22	US
CARLISLE	306-7195	306-7195	SERVICE BRAKES SEAL KIT SCL56HC	\$ 826.38	US
CARLISLE	306-7198	306-7198	SERVICE BRAKES SEAL KIT SCL59 LT	\$ 67.07	US
CARLISLE	306-7205	306-7205	SERVICE BRAKES KIT SEAL FF6 MO O-RING	\$ 159.23	US
CARLISLE	306-7206	306-7206	SERVICE BRAKES KIT SEAL F4 MO O-RING	\$ 103.21	MX
CARLISLE	306-7208	306-7208	SERVICE BRAKES KIT SEAL H6/HH6 MO	\$ 215.78	US
CARLISLE	306-7382	306-7382	SERVICE BRAKES SEAL KIT A4	\$ 84.72	US
CARLISLE	306-7384	306-7384	SERVICE BRAKES SEAL KIT AA4 (BF)	\$ 85.20	US
CARLISLE	306-96	306-96	HYDRAULICS SEAL KIT C2 (BF)	\$ 27.32	US
CARLISLE	308-7004	308-7004	HYDRAULICS SPOOL/SLEEVE KIT 2100	\$ 734.38	US
CARLISLE	308-7007	308-7007	HYDRAULICS SPOOL/SLEEVE KIT 2100	\$ 1,388.20	US
CARLISLE	308-7008	308-7008	HYDRAULICS SPOOL/SLEEVE KIT 2100	\$ 810.40	US
CARLISLE	308-7009	308-7009	HYDRAULICS SPOOL/SLEEVE KIT 2100	\$ 501.45	US
CARLISLE	308-7014	308-7014	HYDRAULICS SPOOL/SLEEVE KIT 2100	\$ 1,391.77	US
CARLISLE	3107S1189	3107S1189	SERVICE BRAKES COLLAR FIN	\$ 360.09	US
CARLISLE	3200-0515	3200-0515	PARK BRAKES KIT RT BRAKE ASSY	\$ 122.49	US
CARLISLE	3200-1741	3200-1741	HYDRAULICS VALVE ASSY TANDEM 1800 PS	\$ 1,347.38	US
CARLISLE	32-255	32-255	HYDRAULICS CAP MASTER CYLINDER	\$ 485.67	US
CARLISLE	32-260	32-260	HYDRAULICS CAP MASTER CYLINDER	\$ 269.58	US
CARLISLE	32-331	32-331	HYDRAULICS CAP AUTOMATIC ADJ	\$ 930.80	US

CARLISLE	32-378	32-378	SERVICE BRAKES CAP INLET B2 7/16-20	\$ 185.74	US
CARLISLE	32-410	32-410	HYDRAULICS CAP INLET B2 1/2-20	\$ 206.17	US
CARLISLE	32-411	32-411	SERVICE BRAKES CAP PISTON G6	\$ 342.33	US
CARLISLE	32-453	32-453	HYDRAULICS CAP MASTER CYLINDER	\$ 497.19	US
CARLISLE	32-507	32-507	SERVICE BRAKES CAP PISTON G2-5	\$ 379.52	US
CARLISLE	32-627	32-627	SERVICE BRAKES CAP PISTON G2-6 7	\$ 573.31	US
CARLISLE	32-7629	32-7629	HYDRAULICS CP INLET A SERIES	\$ 103.61	US
CARLISLE	32-7630	32-7630	SERVICE BRAKES CAP PISTON J6	\$ 232.04	US
CARLISLE	328-109-1	328-109-1	SERVICE BRAKES LINING KIT ET 20 1/4X7	\$ 1,680.14	US
CARLISLE	328-7	328-7	HYDRAULICS SEAL KIT MASTER	\$ 33.84	US
CARLISLE	328-71-1	328-71-1	SERVICE BRAKES LINING KIT 20 1/4X5	\$ 1,427.49	US
CARLISLE	328-730	328-730	SERVICE BRAKES LINING KIT H6 ES 97.9	\$ 259.90	US
CARLISLE	328-733	328-733	SERVICE BRAKES LINING KIT M6-29 ES 97.9	\$ 706.85	US
CARLISLE	328-741	328-741	SERVICE BRAKES LINING KIT M4 ES 97.9	\$ 319.59	US
CARLISLE	328-742	328-742	SERVICE BRAKES LINING KIT M6-25 ES 97.9	\$ 392.41	US
CARLISLE	328-7829	328-7829	SERVICE BRAKES LINING KIT-AM H(H)6	\$ 217.26	US
CARLISLE	328-7830	328-7830	SERVICE BRAKES LINING KIT	\$ 298.11	US
CARLISLE	328-7834	328-7834	SERVICE BRAKES LINING KIT M4 ES 97.46	\$ 186.59	US
CARLISLE	328-7835	328-7835	SERVICE BRAKES KIT LINING M6-26 ES	\$ 239.27	US
CARLISLE	328-7836	328-7836	SERVICE BRAKES KIT LINING M6-29 ES	\$ 266.64	US
CARLISLE	328-7874	328-7874	SERVICE BRAKES LINING KIT HMB 6-18	\$ 142.95	US
CARLISLE	328-7885	328-7885	SERVICE BRAKES LINING/ROTOR KIT	\$ 2,031.49	US
CARLISLE	328-7893	328-7893	SERVICE BRAKES LINING KIT M4	\$ 213.12	US
CARLISLE	328-7901	328-7901	SERVICE BRAKES LINING KIT	\$ 693.16	US
CARLISLE	328-7902	328-7902	SERVICE BRAKES LINING KIT SCL2 NF-782	\$ 10.11	US
CARLISLE	328-7921	328-7921	SERVICE BRAKES OVERHAUL KIT M4	\$ 970.65	CA
CARLISLE	328-7925E	328-7925E	SERVICE BRAKES OVERHAUL KIT HH6	\$ 774.71	US
CARLISLE	328-7926	328-7926	SERVICE BRAKES LINING KIT	\$ 261.49	US
CARLISLE	328-7932	328-7932	SERVICE BRAKES LINING KIT HDBC4225	\$ 666.49	US
CARLISLE	328-7942	328-7942	PARK BRAKES LINING KIT	\$ 279.12	US
CARLISLE	328-7948	328-7948	SERVICE BRAKES LINING KIT FF6	\$ 1,470.25	US
CARLISLE	328-7954	328-7954	PARK BRAKES KIT LINING RT BRAKE ASSY	\$ 68.39	US
CARLISLE	328-7958	328-7958	SERVICE BRAKES LINING KIT ASSY SCL2	\$ 258.60	US
CARLISLE	328-7959	328-7959	SERVICE BRAKES LINING KIT	\$ 249.75	US
CARLISLE	328-7971SP	328-7971SP	SERVICE BRAKES KIT LINING J6	\$ 511.06	US
CARLISLE	328-8	328-8	HYDRAULICS SEAL KIT MASTER	\$ 40.06	US
CARLISLE	328-91-1	328-91-1	SERVICE BRAKES LINING KIT ET 201/4X3	\$ 2,629.09	US
CARLISLE	3719A53	3719A53	DRUM BRAKES DRUM BRK	\$ 623.74	US
CARLISLE	3719C55	3719C55	DRUM BRAKES DRUM BRK	\$ 263.82	US

CARLISLE	3719H190	3719H190	DRUM BRAKES DRUM BRK	\$ 295.04	US
CARLISLE	3719K115	3719K115	DRUM BRAKES DRUM BRK	\$ 339.21	US
CARLISLE	3719K167	3719K167	DRUM BRAKES DRUM BRK	\$ 602.95	US
CARLISLE	3719L64	3719L64	DRUM BRAKES DRUM BRK FIN	\$ 296.64	US
CARLISLE	3719M91	3719M91	DRUM BRAKES DRUM BRK	\$ 696.27	US
CARLISLE	3719U99	3719U99	DRUM BRAKES DRUM BRK	\$ 573.07	US
CARLISLE	3719V178	3719V178	DRUM BRAKES DRUM BRK FIN	\$ 478.14	US
CARLISLE	3719V74SP	3719V74SP	DRUM BRAKES DRUM BRAKE KIT	\$ 257.04	US
CARLISLE	3719W75	3719W75	DRUM BRAKES DRUM BRK	\$ 753.69	US
CARLISLE	379-16	379-16	HYDRAULICS GASKET MASTER CYLINDER	\$ 8.18	US
CARLISLE	380-50	380-50	SERVICE BRAKES SHIM PACK KIT F4	\$ 189.76	US
CARLISLE	380-54	380-54	SERVICE BRAKES SHIM PACK KIT G2	\$ 74.06	US
CARLISLE	380-57	380-57	SERVICE BRAKES SHIM PACK KIT G2	\$ 168.16	US
CARLISLE	380-7186	380-7186	HYDRAULICS ASSY KIT 116-186	\$ 227.63	US
CARLISLE	380-7187	380-7187	HYDRAULICS HARDWARE KIT 1100	\$ 26.53	US
CARLISLE	380-7191	380-7191	HYDRAULICS SHIM PACK KIT 1100	\$ 51.38	US
CARLISLE	380-7214	380-7214	SERVICE BRAKES PARTS KIT FF6	\$ 257.04	US
CARLISLE	382-7000	382-7000	SERVICE BRAKES SNAP RING KIT	\$ 516.62	US
CARLISLE	390-20	390-20	HYDRAULICS ROTOCHAMBER 36 SQ IN	\$ 1,220.41	US
CARLISLE	390-21	390-21	HYDRAULICS ROTOCHAMBER 50 SQ IN	\$ 1,714.98	US
CARLISLE	394-65	394-65	HYDRAULICS ROTOCHAMBER-TYPE 50	\$ 1,275.09	US
CARLISLE	40-201-1	40-201-1	HYDRAULICS SPRING TAP .520 OD	\$ 4.86	US
CARLISLE	40-224	40-224	HYDRAULICS SPRING COM 2.36 ID	\$ 56.63	US
CARLISLE	40-339	40-339	HYDRAULICS SPRING COM 2.062 OD	\$ 27.93	US
CARLISLE	40-343-1	40-343-1	SPRING SPRING 1.660 OD .720 ID	\$ 122.83	US
CARLISLE	40-415	40-415	HYDRAULICS SPRING COM .865 OD	\$ 37.51	US
CARLISLE	40-577	40-577	HYDRAULICS SPRING COM 1.75 OD	\$ 6.10	US
CARLISLE	40-591	40-591	HYDRAULICS SPRING COM 2.312 OD	\$ 31.75	US
CARLISLE	40-7811	40-7811	HYDRAULICS SPRING DIE	\$ 19.79	US
CARLISLE	40-7824	40-7824	HYDRAULICS SPRING TORQUE .600 OD	\$ 37.42	US
CARLISLE	40-7825	40-7825	HYDRAULICS SPRING TORQUE .600 OD	\$ 37.42	US
CARLISLE	40-7845	40-7845	HYDRAULICS SPRING COM 1.55 OD	\$ 7.94	US
CARLISLE	40-7846	40-7846	HYDRAULICS SPRING COM .185 OD	\$ 8.36	US
CARLISLE	40-7849	40-7849	HYDRAULICS SPRING COM .980 OD .50	\$ 39.55	US
CARLISLE	40-7852	40-7852	HYDRAULICS SPRING COM .980 OD .50	\$ 23.13	US
CARLISLE	40-7853	40-7853	HYDRAULICS SPRING COM 1.61 OD	\$ 7.76	US
CARLISLE	40-7855	40-7855	HYDRAULICS SPRING COM .900 OD	\$ 11.76	US
CARLISLE	40-7867	40-7867	HYDRAULICS SPRING COM 1.00 OD	\$ 8.45	US
CARLISLE	40-7886	40-7886	HYDRAULICS SPRING COM 2.31 OD	\$ 30.65	US

CARLISLE	40-800	40-800	HYDRAULICS SPRING COM 2.25 OD	\$ 21.19	US
CARLISLE	419-151-3	419-151-3	SERVICE BRAKES BRK ASSY A4 EPDM SQ BF	\$ 1,512.45	US
CARLISLE	419-151-4	419-151-4	SERVICE BRAKES BRK ASSY A4 EPDM SQ BF	\$ 1,512.39	US
CARLISLE	419-154-1	419-154-1	SERVICE BRAKES BRK ASSY A2 EPDM SQ BF	\$ 1,277.26	US
CARLISLE	419-182-1	419-182-1	SERVICE BRAKES BRK ASSY B2 EPDM SQ BF	\$ 1,793.26	US
CARLISLE	419-186-3	419-186-3	SERVICE BRAKES BRK ASSY A4 EPDM SQ BF	\$ 1,364.73	US
CARLISLE	419-186-4	419-186-4	SERVICE BRAKES BRK ASSY A4 EPDM SQ BF	\$ 1,364.73	US
CARLISLE	419-2090-3	419-2090-3	SERVICE BRAKES BRK ASSY MHH6 NBR BVL	\$ 3,395.57	US
CARLISLE	419-2090-4	419-2090-4	SERVICE BRAKES BRK ASSY MHH6 S NBR	\$ 3,395.88	US
CARLISLE	419-327-3	419-327-3	SERVICE BRAKES BRK ASSY A4 EPDM SQ BF	\$ 1,514.74	US
CARLISLE	419-327-4	419-327-4	SERVICE BRAKES BRK ASSY A4 EPDM SQ BF	\$ 1,514.74	US
CARLISLE	419-350SP	419-350SP	SERVICE BRAKES BRAKE ASSY K4 EPDM SQ...	\$ 2,262.87	US
CARLISLE	419-386-2	419-386-2	SERVICE BRAKES BRK ASSY H4 EPDM SQ H	\$ 1,395.65	US
CARLISLE	419-387-1	419-387-1	SERVICE BRAKES BRK ASSY H6 EPDM SQ H	\$ 1,608.79	US
CARLISLE	419-402-1	419-402-1	SERVICE BRAKES BRK ASSY HH6 EPDM SQ H	\$ 2,217.11	US
CARLISLE	419-403-1	419-403-1	SERVICE BRAKES BRK ASSY HH6 VITON SQ	\$ 2,196.77	US
CARLISLE	419-457-1	419-457-1	SERVICE BRAKES BRK ASSY H6 EPDM SQ H	\$ 1,564.09	US
CARLISLE	419-477-1	419-477-1	SERVICE BRAKES BRK ASSY HH6 NIT	\$ 2,125.68	US
CARLISLE	419-486-1	419-486-1	SERVICE BRAKES BRK ASSY A4 EPDM SQ	\$ 1,798.94	US
CARLISLE	419-496-2	419-496-2	SERVICE BRAKES BRK ASSY H6 NIT SQ MO	\$ 1,589.60	US
CARLISLE	419-501	419-501	SERVICE BRAKES BRK ASSY K4 NIT SQ MO	\$ 2,431.28	US
CARLISLE	419-619	419-619	SERVICE BRAKES BRK ASSY G2-5 NIT	\$ 5,085.11	US
CARLISLE	419-658-1	419-658-1	SERVICE BRAKES BRK ASSY H6 EPDM SQ BF	\$ 2,331.46	US
CARLISLE	419-664-1	419-664-1	SERVICE BRAKES BRK ASSY HH6 ES13.69E	\$ 2,537.74	US
CARLISLE	419-665-1	419-665-1	SERVICE BRAKES BRK BVL MO NF-782	\$ 2,559.80	US
CARLISLE	419-787-3	419-787-3	SERVICE BRAKES BRK ASSY M6-29 ES13.99	\$ 2,715.75	US
CARLISLE	419-787-4	419-787-4	SERVICE BRAKES BRK ASSY M6-29 ES13.69	\$ 2,715.38	US
CARLISLE	419-7894	419-7894	SERVICE BRAKES BRK ASSY A4 EPDM SQ BF	\$ 1,485.78	US
CARLISLE	419-7896	419-7896	SERVICE BRAKES BRK ASSY HH6 ES13.69E	\$ 2,991.60	US
CARLISLE	419-7897	419-7897	SERVICE BRAKES BRK ASSY HH6 ES13.69E	\$ 3,043.55	US
CARLISLE	419-7903	419-7903	SERVICE BRAKES BRK ASSY G6 BF ES13.72	\$ 4,557.01	US
CARLISLE	419-7905SP	419-7905SP	SERVICE BRAKES BRAKE ASSY G6 NIT...	\$ 3,956.26	US
CARLISLE	419-7906	419-7906	SERVICE BRAKES BRK ASSY G6 NIT O-RING	\$ 3,947.29	US
CARLISLE	419-7913-1	419-7913-1	SERVICE BRAKES BRK ASSY AA4 EPDM SQ	\$ 1,528.92	US
CARLISLE	419-7921	419-7921	SERVICE BRAKES BRK ASSY A4 NIT SQ MO	\$ 1,378.56	US
CARLISLE	419-7922	419-7922	SERVICE BRAKES BRK ASSY B2 NIT SQ MO	\$ 1,821.73	US
CARLISLE	419-7923	419-7923	SERVICE BRAKES BRK ASSY C2 NIT O-RING	\$ 2,018.92	US
CARLISLE	419-7933	419-7933	SERVICE BRAKES BRK ASSY B2 NIT SQ MO	\$ 1,675.16	US
CARLISLE	419-7935	419-7935	SERVICE BRAKES BRK ASSY B2 EPDM SQ	\$ 1,709.02	US

CARLISLE	419-7950	419-7950	SERVICE BRAKES BRK HEAD ASSY A4 BF	\$ 1,222.97	US
CARLISLE	419-7959SP	419-7959SP	SERVICE BRAKES BRAKE ASSY G2-7...	\$ 3,668.15	US
CARLISLE	419-7975-1	419-7975-1	SERVICE BRAKES BRK ASSY M6-25 EPDM SQ	\$ 2,564.99	US
CARLISLE	419-7975-2	419-7975-2	SERVICE BRAKES BRK ASSY M6-25 EPDM SQ	\$ 2,564.99	US
CARLISLE	419-7981	419-7981	SERVICE BRAKES BRK ASSY FF4-25 NIT	\$ 4,203.87	US
CARLISLE	419-7982SP	419-7982SP	SERVICE BRAKES BRAKE ASSY AA4 NITRILE...	\$ 1,482.80	US
CARLISLE	419-7984	419-7984	SERVICE BRAKES BRK ASSY F4-20 NIT	\$ 4,181.14	US
CARLISLE	419-7985	419-7985	SERVICE BRAKES BRK ASSY F4-20 EPDM	\$ 5,263.72	US
CARLISLE	419-7986	419-7986	SERVICE BRAKES BRK ASSY F4-25 NIT	\$ 3,429.99	US
CARLISLE	419-7989	419-7989	SERVICE BRAKES BRK ASSY F4-25 EPDM	\$ 4,876.37	US
CARLISLE	419-7993	419-7993	SERVICE BRAKES BRK ASSY LT EP PREFORM	\$ 1,030.61	US
CARLISLE	419-8002	419-8002	SERVICE BRAKES BRK ASSY M6-29 HNBR SQ	\$ 1,926.67	US
CARLISLE	419-801	419-801	SERVICE BRAKES BRK ASSY G2-5 NIT	\$ 5,041.91	US
CARLISLE	419-8023	419-8023	PARK BRAKES BRK ASSY RT 60 BI NF-786	\$ 274.88	US
CARLISLE	419-8048	419-8048	SERVICE BRAKES BRK ASSY G6 VITON	\$ 3,695.24	US
CARLISLE	419-8080	419-8080	SERVICE BRAKES BRK ASSY H4 EPDM SQ	\$ 1,408.78	US
CARLISLE	419-8081	419-8081	SERVICE BRAKES BRK ASSY M6 VITON	\$ 2,271.26	US
CARLISLE	419-8086	419-8086	SERVICE BRAKES BRK ASSY H6 VITON SQ	\$ 1,608.63	US
CARLISLE	419-8094	419-8094	SERVICE BRAKES BRK ASSY M6-29 VITON	\$ 3,905.72	US
CARLISLE	419-8102	419-8102	SERVICE BRAKES BRK ASSY M6-29 NIT	\$ 1,916.11	US
CARLISLE	419-8117	419-8117	SERVICE BRAKES BRK ASSY M6-25 HNBR SQ	\$ 2,618.66	US
CARLISLE	419-8127	419-8127	SERVICE BRAKES BRK ASSY HH6 VITON SQ	\$ 2,132.40	US
CARLISLE	419-8144	419-8144	PARK BRAKES BRK ASSY RT 60 BI NMH	\$ 498.60	US
CARLISLE	419-8145SP	419-8145SP	PARK BRAKES BRAKE ASSY RT 60 BI...	\$ 302.94	US
CARLISLE	419-8146	419-8146	PARK BRAKES BRK ASSY RT 120 BI	\$ 328.18	US
CARLISLE	419-8152	419-8152	SERVICE BRAKES BRK ASSY H6 EPDM SQ BF	\$ 2,475.22	US
CARLISLE	419-8154	419-8154	SERVICE BRAKES BRK ASSY DISC HH6 EPDM	\$ 3,381.57	US
CARLISLE	419-8159	419-8159	SERVICE BRAKES BRK ASSY FF6 NIT O-R	\$ 6,038.50	US
CARLISLE	419-8164	419-8164	SERVICE BRAKES BRK ASSY M6-29 HNBR SQ	\$ 2,190.47	US
CARLISLE	419-8165	419-8165	SERVICE BRAKES BRK ASSY HH6 HNBR SQ	\$ 2,307.77	US
CARLISLE	419-8176	419-8176	SERVICE BRAKES BRK ASSY G2-5 NIT	\$ 3,757.21	US
CARLISLE	419-8184	419-8184	SERVICE BRAKES BRK ASSY F4-20 NIT	\$ 4,449.02	US
CARLISLE	419-8185SP	419-8185SP	SERVICE BRAKES BRAKE ASSY F4-25 NIT KIT	\$ 3,856.88	US
CARLISLE	419-819	419-819	SERVICE BRAKES BRK ASSY G2 ES13.79E	\$ 5,716.46	US
CARLISLE	419-820SP	419-820SP	SERVICE BRAKES BRAKE ASSY C2 EBR...	\$ 2,688.88	US
CARLISLE	419-8248	419-8248	SERVICE BRAKES BRK ASSY M6-29 VITON	\$ 1,961.58	US
CARLISLE	419-8262	419-8262	SERVICE BRAKES BRK ASSY K4 ES13.69 SQ	\$ 1,987.55	US
CARLISLE	419-832	419-832	SERVICE BRAKES BRK ASSY A4 NIT SQ MO	\$ 1,144.66	US
CARLISLE	419-833	419-833	SERVICE BRAKES BRK ASSY A4 EPDM SQ BF	\$ 1,253.73	US

CARLISLE	419-856	419-856	SERVICE BRAKES BRK ASSY M4 ES13.99 SQ	\$ 1,364.41	US
CARLISLE	419-8781	419-8781	PARK BRAKES BRK ASSY RT 120 BI	\$ 280.81	US
CARLISLE	419-8785	419-8785	SERVICE BRAKES BRK ASSY M4 ES13.99 SQ	\$ 2,124.27	US
CARLISLE	419-878SP	419-878SP	SERVICE BRAKES BRAKE ASSY G2-7...	\$ 4,470.28	US
CARLISLE	419-8793	419-8793	PARK BRAKES BRK ASSY RT 60 CCW	\$ 252.48	US
CARLISLE	419-8796	419-8796	PARK BRAKES BRK ASSY RT NF-786 CCW	\$ 256.52	US
CARLISLE	419-8798	419-8798	PARK BRAKES BRK ASSY RT NF-786 CW	\$ 316.58	US
CARLISLE	419-8856SP	419-8856SP	SERVICE BRAKES KIT FCP-24 ALLISON KIT	\$ 2,630.99	US
CARLISLE	419-8868	419-8868	SERVICE BRAKES BRK ASSY J6 RSR BVL MO	\$ 3,170.64	US
CARLISLE	419-8869	419-8869	SERVICE BRAKES BRK ASSY J6 NIT SQ MO	\$ 4,257.12	US
CARLISLE	419-887	419-887	SERVICE BRAKES BRK ASSY M4 EPDM SQ BF	\$ 1,378.56	US
CARLISLE	419-8870	419-8870	SERVICE BRAKES BRK ASSY J6 NIT SLANT	\$ 4,571.30	US
CARLISLE	419-8871	419-8871	SERVICE BRAKES BRK ASSY J6 HNBR SQ MO	\$ 3,604.84	US
CARLISLE	419-8873SP	419-8873SP	SERVICE BRAKES BRAKE ASSY J6 NIT SQ...	\$ 3,921.68	US
CARLISLE	419-888	419-888	SERVICE BRAKES BRK ASSY M4 HNBR SQ MO	\$ 1,311.74	US
CARLISLE	419-8910	419-8910	PARK BRAKES BRK ASSY SA14 NIT	\$ 2,420.46	US
CARLISLE	419-8942	419-8942	SERVICE BRAKES BRK ASSY J6 VITON BVL	\$ 3,939.62	US
CARLISLE	419-8999	419-8999	SERVICE BRAKES BRK ASSY H6 NIT SQ MO	\$ 1,916.61	US
CARLISLE	419-9017	419-9017	PARK BRAKES BRK ASSY RT 60 BI NF-786	\$ 274.06	US
CARLISLE	419-9036	419-9036	PARK BRAKES BRK ASSY RT NF-786 CW	\$ 261.27	US
CARLISLE	419-9053	419-9053	SERVICE BRAKES BRK ASSY SCL2 NIT	\$ 1,219.93	US
CARLISLE	419-9054SP	419-9054SP	PARK BRAKES BRAKE ASSY SA7 GEN 2 NIT KIT	\$ 732.56	US
CARLISLE	419-9071-1SP	419-9071-1SP	SERVICE BRAKES BRAKE ASSY HH6 VITON...	\$ 1,714.51	US
CARLISLE	419-9087	419-9087	SERVICE BRAKES BRK ASSY SCL19 NIT RSR	\$ 4,268.80	US
CARLISLE	419-9098	419-9098	PARK BRAKES BRK ASSY SA14 NIT	\$ 2,450.62	US
CARLISLE	419-9109	419-9109	SERVICE BRAKES BRK ASSY HDBC4225 NIT	\$ 7,482.35	US
CARLISLE	419-9152	419-9152	SERVICE BRAKES BRK ASSY HDBC4225 LT	\$ 8,316.59	US
CARLISLE	419-9185	419-9185	SERVICE BRAKES BRK ASSY SCL56 NIT O-R	\$ 5,678.45	US
CARLISLE	419-9186	419-9186	SERVICE BRAKES BRK ASSY HDBC4225 NIT	\$ 9,026.59	US
CARLISLE	419-9195SP	419-9195SP	BRK ASSY BRK ASSY SCL56 NIT RSR	\$ 4,828.55	US
CARLISLE	419-9267	419-9267	SERVICE BRAKES BRK ASSY PD1433 NIT	\$ 2,448.08	US
CARLISLE	419-9308	419-9308	PARK BRAKES BRK ASSY SA14 NIT	\$ 2,636.37	US
CARLISLE	419-9384	419-9384	SERVICE BRAKES BRK ASSY SCL59 LT NIT	\$ 3,107.75	US
CARLISLE	419W2598	419W2598	SERVICE BRAKES BRK ASSY G1 ES97.49	\$ 3,432.95	US
CARLISLE	419W426-7	419W426-7	SERVICE BRAKES BRK ASSY G1 ES97.31	\$ 2,977.33	US
CARLISLE	419W636-8	419W636-8	SERVICE BRAKES BRK ASSY G1	\$ 2,831.61	JP
CARLISLE	419W636-9	419W636-9	SERVICE BRAKES BRK ASSY G1	\$ 2,582.86	US
CARLISLE	419W7943-1	419W7943-1	SERVICE BRAKES BRK ASSY G1 MA 23 RH	\$ 3,972.65	US
CARLISLE	419W7945	419W7945	SERVICE BRAKES BRK ASSY G1 MA 172 RH	\$ 4,032.15	US

CARLISLE	419W7979	419W7979	SERVICE BRAKES BRK ASSY G1 AIR NF-786	\$ 5,566.28	US
CARLISLE	419W8074	419W8074	SERVICE BRAKES BRK ASSY G1 45 AIR	\$ 4,176.15	US
CARLISLE	419W809-1	419W809-1	SERVICE BRAKES BRK ASSY G1 MA 19 C	\$ 4,014.48	US
CARLISLE	419W8122	419W8122	SERVICE BRAKES BRK ASSY G1 AA 135 LH	\$ 3,907.53	US
CARLISLE	419W8123	419W8123	SERVICE BRAKES BRK ASSY G1 AA 34RH C	\$ 5,715.12	US
CARLISLE	419W8124	419W8124	SERVICE BRAKES BRK ASSY G1 AA 135 LG	\$ 5,314.69	US
CARLISLE	419W8156	419W8156	SERVICE BRAKES BRK ASSY G1 MA 135 LH	\$ 4,718.28	US
CARLISLE	419W8173	419W8173	SERVICE BRAKES BRK ASSY G1 AA 135 RH	\$ 5,789.22	US
CARLISLE	419W8787	419W8787	SERVICE BRAKES BRK ASSY- G1 ES 97.31	\$ 2,747.40	US
CARLISLE	419W9084	419W9084	SERVICE BRAKES BRK ASSY G1 MA 23 RH C	\$ 5,714.46	US
CARLISLE	43-627	43-627	HYDRAULICS HHCS SHLDR .312-18	\$ 34.52	US
CARLISLE	444W7000	444W7000	SERVICE BRAKES BRACKET ASSY KIT	\$ 78.43	US
CARLISLE	444W7002	444W7002	SERVICE BRAKES BRACKET KIT G1	\$ 122.55	US
CARLISLE	49-164	49-164	HYDRAULICS PLUG PISTON 3.125-16 THD	\$ 188.02	US
CARLISLE	493W2002	493W2002	SERVICE BRAKES CALIPER G1	\$ 1,108.13	JP
CARLISLE	496-187	496-187	HYDRAULICS SOLENOID COIL 24V	\$ 146.29	US
CARLISLE	515-7404	515-7404	PARK BRAKES BRK ASSY RT W/MNT BKT	\$ 356.65	US
CARLISLE	515-7417	515-7417	PARK BRAKES BRK ASSY RT 2/MNT BKT	\$ 422.48	US
CARLISLE	571-7000	571-7000	HYDRAULICS BOOT CAP ASSY 2100	\$ 81.63	US
CARLISLE	57-273	57-273	HYDRAULICS INLET CONNECTION &	\$ 155.80	US
CARLISLE	577-7000	577-7000	HYDRAULICS FOOT PAD RUBBER	\$ 58.28	TW
CARLISLE	583-7000	583-7000	HYDRAULICS PEDAL ASSY	\$ 315.83	US
CARLISLE	583-7004	583-7004	HYDRAULICS PEDAL ASSY	\$ 189.10	US
CARLISLE	583-7018	583-7018	HYDRAULICS PEDAL ASSY	\$ 147.69	US
CARLISLE	590-7007	590-7007	HYDRAULICS PLUNGER 3/4 PILOT 2100	\$ 42.97	US
CARLISLE	59-135	59-135	SERVICE BRAKES FRAME ASSY 26X5	\$ 1,040.77	US
CARLISLE	59-143	59-143	SERVICE BRAKES FRAME ASSY 20 1/4X7	\$ 944.68	US
CARLISLE	59-48	59-48	SERVICE BRAKES FRAME ASSY TORQUE	\$ 1,393.29	US
CARLISLE	59-52	59-52	SERVICE BRAKES FRAME ASSY 20 1/4X5	\$ 1,989.32	US
CARLISLE	59-52-1	59-52-1	SERVICE BRAKES FRAME ASSY 20 1/4X5	\$ 1,989.32	US
CARLISLE	597-7003	597-7003	HYDRAULICS PROXIMITY SWITCH ASSY	\$ 348.97	US
CARLISLE	597-7016	597-7016	HYDRAULICS SWITCH ASSY DIFF/EQUAL	\$ 946.91	US
CARLISLE	597-7017	597-7017	HYDRAULICS SWITCH ASSY DIFF/UNEQUAL	\$ 869.14	US
CARLISLE	59-80	59-80	SERVICE BRAKES FRAME ASSY 26X7	\$ 1,972.04	US
CARLISLE	598-1	598-1	SERVICE BRAKES PACK LINING ET	\$ 901.82	US
CARLISLE	598-11	598-11	SERVICE BRAKES PACK LINING	\$ 1,063.41	US
CARLISLE	598-12	598-12	SERVICE BRAKES PACK LINING	\$ 1,128.30	US
CARLISLE	598-2	598-2	SERVICE BRAKES PACK LINING	\$ 861.62	US
CARLISLE	598-5	598-5	SERVICE BRAKES PACK LINING	\$ 869.89	US

CARLISLE	598-6SP	598-6SP	SERVICE BRAKES PACK LINING ET KIT	\$ 1,139.29	US
CARLISLE	598-7	598-7	SERVICE BRAKES PACK LINING	\$ 779.14	US
CARLISLE	598-8	598-8	SERVICE BRAKES PACK LINING	\$ 855.39	US
CARLISLE	59-90	59-90	SERVICE BRAKES FRAME ASSY 22X5	\$ 1,049.39	US
CARLISLE	5X191	5X191	DRUM BRAKE - COMPONENTS FELT-OIL SEAL	\$ 1.61	US
CARLISLE	60-519	60-519	SERVICE BRAKES STEEL SPACER	\$ 382.09	US
CARLISLE	60-583	60-583	SERVICE BRAKES SPACER F4 TORQUE PLATE	\$ 224.46	US
CARLISLE	60-584	60-584	SERVICE BRAKES SPACER F4 TORQUE PLATE	\$ 536.00	US
CARLISLE	60-7883	60-7883	HYDRAULICS STEEL SPACER ADJ .482	\$ 139.71	US
CARLISLE	60-7888	60-7888	SERVICE BRAKES SPACER F4	\$ 398.73	US
CARLISLE	60W6459	60W6459	SERVICE BRAKES SPACER BACKPLATE	\$ 73.68	US
CARLISLE	63-353	63-353	HYDRAULICS NUT HEX LOCK 1/4-20 GR 5	\$ 7.81	TW
CARLISLE	74-292	74-292	HYDRAULICS PISTON 3.000 DIA LUM	\$ 262.75	US
CARLISLE	74-425B	74-425B	SERVICE BRAKES PISTON KIT	\$ 119.72	US
CARLISLE	74-548B	74-548B	SERVICE BRAKES PISTON KIT	\$ 36.69	CA
CARLISLE	74-548E	74-548E	SERVICE BRAKES PISTON KIT 2.872 DIA	\$ 31.60	CA
CARLISLE	74-548F	74-548F	SERVICE BRAKES PISTON KIT A2 & A4	\$ 54.02	CA
CARLISLE	74-550B	74-550B	SERVICE BRAKES PISTON KIT	\$ 289.24	US
CARLISLE	74-617B	74-617B	SERVICE BRAKES PISTON KIT	\$ 219.80	CA
CARLISLE	74-617F	74-617F	SERVICE BRAKES PISTON KIT G6	\$ 212.03	CA
CARLISLE	74-694B	74-694B	SERVICE BRAKES PISTON KIT	\$ 54.24	US
CARLISLE	74-694F	74-694F	SERVICE BRAKES PISTON KIT	\$ 55.93	US
CARLISLE	74-710B	74-710B	SERVICE BRAKES PISTON KIT	\$ 111.21	CA
CARLISLE	74-710F	74-710F	SERVICE BRAKES PISTON KIT	\$ 113.71	CA
CARLISLE	74-715B	74-715B	SERVICE BRAKES PISTON KIT	\$ 81.14	CA
CARLISLE	74-715F	74-715F	SERVICE BRAKES PISTON KIT K4	\$ 81.00	CA
CARLISLE	74-741B	74-741B	SERVICE BRAKES PISTON KIT	\$ 592.75	CA
CARLISLE	74-741F	74-741F	SERVICE BRAKES PISTON KIT G2-5	\$ 599.21	CA
CARLISLE	74-8081F	74-8081F	SERVICE BRAKES PISTON KIT SCL56	\$ 122.75	CA
CARLISLE	74-927B	74-927B	SERVICE BRAKES PISTON KIT	\$ 86.04	CA
CARLISLE	74-927F	74-927F	SERVICE BRAKES PISTON KIT	\$ 89.33	CA
CARLISLE	74-938B	74-938B	SERVICE BRAKES PISTON KIT	\$ 930.58	US
CARLISLE	74-938F	74-938F	SERVICE BRAKES PISTON KIT G2-6 & G2-7	\$ 960.39	CA
CARLISLE	80-251	80-251	HYDRAULICS FLAT WASHER 1.625X.812X.	\$ 5.32	US
CARLISLE	80-305	80-305	HYDRAULICS FLAT WASHER .541X.328X.0	\$ 2.64	US
CARLISLE	80-418	80-418	HYDRAULICS FLAT WASHER 1.460X1.125X	\$ 55.53	US
CARLISLE	87-131	87-131	HYDRAULICS MASTER CYLINDER ASSY	\$ 3,573.30	US
CARLISLE	87-154	87-154	HYDRAULICS MASTER CYLINDER ASSY	\$ 1,565.35	US
CARLISLE	87-156	87-156	HYDRAULICS MASTER CYLINDER ASSY	\$ 2,032.96	US

CARLISLE	87-167OPT1	87-167OPT1	HYDRAULICS MASTER CLYINDER ASSY	\$ 2,785.17	US
CARLISLE	87-75-1OPT1	87-75-1OPT1	HYDRAULICS MASTER CLYINDER ASSY	\$ 3,557.78	US
CARLISLE	87-76-1OPT1	87-76-1OPT1	HYDRAULICS MASTER CYLINDER ASSY	\$ 2,645.22	US
CARLISLE	87-76-1OPT2	87-76-1OPT2	HYDRAULICS MASTER CYLINDER ASSY	\$ 2,467.24	US
CARLISLE	87-84-1OPT2	87-84-1OPT2	HYDRAULICS MASTER CLYINDER ASSY	\$ 2,139.29	US
CARLISLE	906G-8619	906G-8619	SERVICE BRAKES SEAL KIT H6HT (MO)	\$ 60.63	TW
CARLISLE	911MG1944	911MG1944	SERVICE BRAKES DISC BRK PAD	\$ 214.79	US
CARLISLE	92-34	92-34	SERVICE BRAKES YOKE .375-24 SPECIAL	\$ 203.93	US
CARLISLE	93-376	93-376	SERVICE BRAKES PLATE ANGLE	\$ 55.01	US
CARLISLE	93-395	93-395	SERVICE BRAKES PLATE	\$ 82.72	US
CARLISLE	93-535	93-535	SERVICE BRAKES PLATE ANGLE 26212	\$ 35.15	US
CARLISLE	9630017SP	9630017SP	SERVICE BRAKES BRAKE ASSY PD1019 NIT KIT	\$ 997.50	US
CARLISLE	9630631SP	9630631SP	SERVICE BRAKES BRAKE ASSY PD1428 NIT KIT	\$ 3,416.26	US
CARLISLE	9631268F	9631268F	SERVICE BRAKES PISTON KIT PD1182	\$ 85.41	US
CARLISLE	9640023SP	9640023SP	SERVICE BRAKES BRAKE ASSY PD1105 NIT KIT	\$ 2,924.72	US
CARLISLE	9640138B	9640138B	SERVICE BRAKES PISTON KIT 3.00 DIA	\$ 91.54	CA
CARLISLE	9640138F	9640138F	SERVICE BRAKES PISTON KIT SCL2	\$ 84.02	US
CARLISLE	9640205F	9640205F	SERVICE BRAKES PISTON KIT SCL56	\$ 112.30	US
CARLISLE	9640312F	9640312F	SERVICE BRAKES PISTON KIT SCL59	\$ 135.22	CA
CARLISLE	9640391SP	9640391SP	SERVICE BRAKES SHOE ASSY BRAKE FIN KIT	\$ 442.54	US
CARLISLE	9680176SP	9680176SP	SERVICE BRAKES KIT SEAL	\$ 486.16	US
CARLISLE	9680719SP	9680719SP	SERVICE BRAKES KIT SEAL	\$ 471.81	US
CARLISLE	A103222K1727	A103222K1727	DRUM BRAKES BRK SHOE	\$ 5,004.35	US
CARLISLE	A103261J192	A103261J192	DRUM BRAKES BRK CYLINDER ASSY	\$ 196.40	US
CARLISLE	A103722P562	A103722P562	DRUM BRAKES BRK SHOE	\$ 292.81	US
CARLISLE	A103722Z520	A103722Z520	DRUM BRAKES LINING ASSY WE17 M95	\$ 664.44	US
CARLISLE	A113722Z442	A113722Z442	DRUM BRAKES BRK SHOE	\$ 1,317.72	US
CARLISLE	A11705U229	A11705U229	DRUM BRAKES SEAL	\$ 33.27	US
CARLISLE	A1199D3384	A1199D3384	DRUM BRAKES GUIDE PAWL ASSY	\$ 24.97	US
CARLISLE	A1199H3518	A1199H3518	DRUM BRAKES DIAPHRAGM PLATE ASSY	\$ 89.01	US
CARLISLE	A1205Q2279	A1205Q2279	SERVICE BRAKES ASSY T SEAL PISTON	\$ 107.90	US
CARLISLE	A1205R2280	A1205R2280	SERVICE BRAKES ASSY T SEAL ROD	\$ 50.99	US
CARLISLE	A12230E1175	A12230E1175	SERVICE BRAKES PISTON ASSY	\$ 306.02	US
CARLISLE	A12230Z26	A12230Z26	DRUM BRAKES PISTON ASSY	\$ 208.09	US
CARLISLE	A12247Q17	A12247Q17	DRUM BRAKES WEDGE ASSY	\$ 257.04	US
CARLISLE	A12247R18	A12247R18	DRUM BRAKES WEDGE ASSY	\$ 335.82	US
CARLISLE	A123761J504SP	A123761J504SP	DRUM BRAKES ASSY WHL CYLINDER HSG KIT	\$ 1,133.55	US
CARLISLE	A13196F1046	A13196F1046	SERVICE BRAKES TUBE ASSY - HYD BRK	\$ 187.49	US
CARLISLE	A13236C2577	A13236C2577	DRUM BRAKES BACKING PLATE	\$ 503.08	US

CARLISLE	A13236T2308	A13236T2308	DRUM BRAKES BACKING PLATE	\$ 695.37	US
CARLISLE	A13236W2051	A13236W2051	DRUM BRAKES BACKING PLATE	\$ 514.97	US
CARLISLE	A13261M299	A13261M299	DRUM BRAKES WHL CYLINDER ASSY (BF)	\$ 335.40	US
CARLISLE	A13261Q1031	A13261Q1031	DRUM BRAKES WHL CYLINDER ASSY	\$ 490.89	US
CARLISLE	A133261A183	A133261A183	DRUM BRAKES CYLINDER	\$ 517.54	US
CARLISLE	A133822E5	A133822E5	DRUM BRAKES BRK SHOE LINING	\$ 1,027.71	US
CARLISLE	A133822F6	A133822F6	DRUM BRAKES BRK SHOE LINING	\$ 848.71	US
CARLISLE	A13711M429	A13711M429	DRUM BRAKES SPIDER ASSY BRK	\$ 1,840.16	US
CARLISLE	A13719H190	A13719H190	DRUM BRAKES DRUM BRK	\$ 365.11	US
CARLISLE	A13722X908	A13722X908	DRUM BRAKES LINED BRK SHOE	\$ 534.65	US
CARLISLE	A13722Y909	A13722Y909	DRUM BRAKES BRK SHOE	\$ 615.97	US
CARLISLE	A13736M455	A13736M455	DRUM BRAKES BACKING PLATE	\$ 289.91	US
CARLISLE	A13736P952	A13736P952	DRUM BRAKES BACKING PLATE	\$ 327.61	US
CARLISLE	A13736Q251	A13736Q251	DRUM BRAKES BACKING PLATE ASSY	\$ 371.87	US
CARLISLE	A13761D4	A13761D4	DRUM BRAKES WHL CYLINDER ASSY	\$ 248.08	MX
CARLISLE	A13761E5	A13761E5	DRUM BRAKES WHL CYLINDER ASSY	\$ 309.33	TW
CARLISLE	A143822E5	A143822E5	DRUM BRAKES SHOE & LINING	\$ 1,103.79	US
CARLISLE	A143822F6	A143822F6	DRUM BRAKES BRK SHOE	\$ 1,096.62	US
CARLISLE	A1705U229	A1705U229	DRUM BRAKES SEAL	\$ 35.54	US
CARLISLE	A1705W153	A1705W153	DRUM BRAKES SEAL ASSY DIAPHRAGM	\$ 53.20	US
CARLISLE	A1705Y233	A1705Y233	DRUM BRAKES SEAL ASSY DBL LIP	\$ 47.52	US
CARLISLE	A173261K167	A173261K167	DRUM BRAKES WHL CYLINDER ASSY	\$ 864.89	US
CARLISLE	A1745Q303	A1745Q303	DRUM BRAKES LINK ASSY	\$ 91.40	US
CARLISLE	A213799U827	A213799U827	DRUM BRAKES HSG ASSY	\$ 1,850.86	US
CARLISLE	A21705Y233	A21705Y233	DRUM BRAKES SEAL ASSY	\$ 50.09	US
CARLISLE	A22230W1219	A22230W1219	SERVICE BRAKES PISTON ASSY	\$ 859.38	US
CARLISLE	A2230E1175B	A2230E1175B	SERVICE BRAKES PISTON KIT	\$ 265.92	US
CARLISLE	A2230E1227B	A2230E1227B	SERVICE BRAKES PISTON ASSY KIT	\$ 270.97	US
CARLISLE	A2230E1227SP	A2230E1227SP	SERVICE BRAKES PISTON ASSY KIT	\$ 380.39	US
CARLISLE	A2230W1219	A2230W1219	SERVICE BRAKES PISTON ASSY	\$ 829.76	US
CARLISLE	A2247H1204	A2247H1204	DRUM BRAKES WEDGE ASSY	\$ 381.79	US
CARLISLE	A2247Q17	A2247Q17	DRUM BRAKES WEDGE ASSY 18 DEG	\$ 343.56	US
CARLISLE	A2247R18	A2247R18	DRUM BRAKES WEDGE ASSY 15 DEG	\$ 316.49	US
CARLISLE	A22730D56	A22730D56	DRUM BRAKES PISTON ASSY	\$ 164.57	US
CARLISLE	A2297B4552	A2297B4552	DRUM BRAKES LEVER DLM	\$ 148.59	US
CARLISLE	A2297C2759	A2297C2759	DRUM BRAKES ADJ BOLT ASSY	\$ 137.23	US
CARLISLE	A2297C4839	A2297C4839	DRUM BRAKES GUIDE PAWL ASSY	\$ 63.73	US
CARLISLE	A2297J4846	A2297J4846	DRUM BRAKES ACTUATOR ASSY	\$ 195.45	US
CARLISLE	A2297Q4047SP	A2297Q4047SP	DRUM BRAKES GUIDE PAWL ASSY KIT	\$ 170.10	US

CARLISLE	A2297T3686	A2297T3686	BOLT ASSY BOLT ASSY	\$ 97.82	US
CARLISLE	A23222Q2305	A23222Q2305	DRUM BRAKES SHOE LINING	\$ 1,745.08	US
CARLISLE	A23236K1519	A23236K1519	DRUM BRAKES BACKING PLATE	\$ 667.43	US
CARLISLE	A23236L1520	A23236L1520	DRUM BRAKES BACKING PLATE	\$ 613.08	US
CARLISLE	A23281B1016	A23281B1016	SERVICE BRAKES FRICTION DISC	\$ 1,039.82	US
CARLISLE	A23722G995	A23722G995	DRUM BRAKES LINING ASSY DLM7	\$ 91.80	US
CARLISLE	A23736R564	A23736R564	DRUM BRAKES BACKING PLATE W/O GUIDE	\$ 1,485.23	US
CARLISLE	A23736S773	A23736S773	DRUM BRAKES BACKING PLATE	\$ 746.53	US
CARLISLE	A23736Z468	A23736Z468	DRUM BRAKES BACKING PLATE	\$ 992.17	US
CARLISLE	A24736Z78	A24736Z78	DRUM BRAKES BACKING PLATE	\$ 554.66	US
CARLISLE	A263722R174	A263722R174	DRUM BRAKES SHOE & LINING - BONDED	\$ 206.01	US
CARLISLE	A263822B54	A263822B54	DRUM BRAKES LINING ASSY WE16 M-75	\$ 642.44	US
CARLISLE	A271779Y233	A271779Y233	DRUM BRAKES DIAPHRAGM PLATE ASSY	\$ 108.29	US
CARLISLE	A2730S71	A2730S71	DRUM BRAKES PISTON	\$ 50.22	US
CARLISLE	A2747C29	A2747C29	DRUM BRAKES WEDGE ASSY	\$ 289.58	US
CARLISLE	A2747C3	A2747C3	DRUM BRAKES BOLT ASSY	\$ 101.44	US
CARLISLE	A2747D186	A2747D186	DRUM BRAKES WEDGE ASSY 14 DEG	\$ 572.65	US
CARLISLE	A2747F84	A2747F84	DRUM BRAKES WEDGE ASSY	\$ 349.93	US
CARLISLE	A2747L194	A2747L194	DRUM BRAKES WEDGE ASSY	\$ 347.22	US
CARLISLE	A2747M195	A2747M195	DRUM BRAKES WEDGE ASSY	\$ 286.49	US
CARLISLE	A3196Q1109	A3196Q1109	SERVICE BRAKES TUBE ASSY	\$ 114.75	US
CARLISLE	A3211A4135	A3211A4135	DRUM BRAKES SPIDER ASSY BRK	\$ 9,917.40	US
CARLISLE	A3211R2358	A3211R2358	DRUM BRAKES BRK SPIDER	\$ 2,713.31	US
CARLISLE	A3222L1702	A3222L1702	DRUM BRAKES BRK SHOE	\$ 1,219.51	US
CARLISLE	A3222Q2305	A3222Q2305	DRUM BRAKES BRK SHOE & BUSHING	\$ 523.00	US
CARLISLE	A3222U1373	A3222U1373	DRUM BRAKES BRK SHOE ASSY - FIN	\$ 302.45	US
CARLISLE	A3236Q2461	A3236Q2461	DRUM BRAKES BACKING PLATE	\$ 1,246.98	US
CARLISLE	A3236X2260	A3236X2260	DRUM BRAKES BACKING PLATE	\$ 871.70	US
CARLISLE	A3261H190	A3261H190	DRUM BRAKES CYLINDER	\$ 586.33	US
CARLISLE	A32730W101	A32730W101	DRUM BRAKES PISTON ASSY	\$ 115.57	US
CARLISLE	A3280W5951	A3280W5951	DRUM BRAKES NON PRESSURE HSG ASSY	\$ 925.09	US
CARLISLE	A33222U1373	A33222U1373	DRUM BRAKES BRK SHOE	\$ 601.18	US
CARLISLE	A33222Y1013	A33222Y1013	DRUM BRAKES SHOE & LINING ASSY	\$ 1,193.03	US
CARLISLE	A33236J1596	A33236J1596	DRUM BRAKES BACKING PLATE	\$ 1,812.92	US
CARLISLE	A33261K349	A33261K349	DRUM BRAKES WHL CYLINDER ASSY (BF)	\$ 321.17	US
CARLISLE	A33261M299	A33261M299	DRUM BRAKES BRK CYLINDER	\$ 367.04	US
CARLISLE	A33722Y389	A33722Y389	DRUM BRAKES BRK SHOE	\$ 265.30	US
CARLISLE	A33736M637	A33736M637	DRUM BRAKES BACKING PLATE ASSY	\$ 787.28	US
CARLISLE	A33761G501	A33761G501	DRUM BRAKES CYLINDER	\$ 649.37	US

CARLISLE	A33761J504	A33761J504	DRUM BRAKES WHL CYLINDER ASSY (BF)	\$ 647.70	US
CARLISLE	A33761M299	A33761M299	DRUM BRAKES WHL CYLINDER ASSY	\$ 579.02	US
CARLISLE	A33761R304	A33761R304	DRUM BRAKES WHL CYLINDER ASSY	\$ 650.49	US
CARLISLE	A33761T306	A33761T306	DRUM BRAKES WHL CYLINDER ASSY	\$ 522.62	US
CARLISLE	A363261Q17	A363261Q17	DRUM BRAKES WHL CYLINDER ASSY	\$ 311.57	US
CARLISLE	A3719H190	A3719H190	DRUM BRAKES DRUM BRK ASSY	\$ 214.02	US
CARLISLE	A3722R564	A3722R564	SERVICE BRAKES BRK SHOE	\$ 959.37	US
CARLISLE	A3722V334	A3722V334	DRUM BRAKES BRK SHOE	\$ 597.44	US
CARLISLE	A3722Z442	A3722Z442	DRUM BRAKES BRK SHOE SUB-ASSY	\$ 409.88	US
CARLISLE	A3722Z520	A3722Z520	DRUM BRAKES BRK SHOE	\$ 539.79	US
CARLISLE	A372V230	A372V230	DRUM BRAKES LEVER ASSY	\$ 216.28	US
CARLISLE	A372Y103	A372Y103	DRUM BRAKES LEVER	\$ 172.92	US
CARLISLE	A372Z104	A372Z104	DRUM BRAKES LEVER	\$ 137.55	US
CARLISLE	A3761N300	A3761N300	DRUM BRAKES CYLINDER	\$ 589.87	US
CARLISLE	A3761S331	A3761S331	DRUM BRAKES WHL CYLINDER ASSY	\$ 526.92	US
CARLISLE	A3780X336	A3780X336	DRUM BRAKES NON PRESSURE HSG	\$ 494.15	US
CARLISLE	A3780X414	A3780X414	SERVICE BRAKES HSG ASSY NON PRES	\$ 418.85	US
CARLISLE	A3780Z416	A3780Z416	SERVICE BRAKES HSG ASSY NON PRES	\$ 965.03	US
CARLISLE	A42230Y25	A42230Y25	DRUM BRAKES PISTON ASSY	\$ 145.18	US
CARLISLE	A43211R2358	A43211R2358	DRUM BRAKES BRK SPIDER	\$ 3,318.49	US
CARLISLE	A43722A989	A43722A989	DRUM BRAKES BRK SHOE	\$ 866.76	US
CARLISLE	A43722D134	A43722D134	DRUM BRAKES BRK SHOE ASSY	\$ 185.74	US
CARLISLE	A43722F188	A43722F188	DRUM BRAKES BRK SHOE	\$ 466.23	US
CARLISLE	A43722Y571	A43722Y571	DRUM BRAKES LINING ASSY RD20004 M-71	\$ 1,250.47	US
CARLISLE	A43736Z1014	A43736Z1014	DRUM BRAKES BACKING PLATE ASSY	\$ 642.30	US
CARLISLE	A52230A27	A52230A27	DRUM BRAKES PISTON ASSY	\$ 135.15	US
CARLISLE	A52230Z26	A52230Z26	DRUM BRAKES PISTON ASSY	\$ 102.71	US
CARLISLE	A523261Q17	A523261Q17	DRUM BRAKES CYLINDER	\$ 520.93	US
CARLISLE	A52730V100	A52730V100	DRUM BRAKES PISTON ASSY	\$ 96.38	US
CARLISLE	A53222F1722	A53222F1722	DRUM BRAKES BRK SHOE	\$ 1,765.79	US
CARLISLE	A53236R2228	A53236R2228	DRUM BRAKES BACKING PLATE	\$ 475.17	US
CARLISLE	A53261A183	A53261A183	DRUM BRAKES WHL CYLINDER ASSY	\$ 434.17	US
CARLISLE	A53261J192	A53261J192	DRUM BRAKES WHL CYLINDER ASSY	\$ 387.74	US
CARLISLE	A53722M819	A53722M819	DRUM BRAKES SHOE & LINING ASSY	\$ 480.52	US
CARLISLE	A53722N300	A53722N300	DRUM BRAKES BRK SHOE	\$ 212.98	US
CARLISLE	A53722S955	A53722S955	DRUM BRAKES BRK SHOE	\$ 469.12	US
CARLISLE	A53722Y571	A53722Y571	DRUM BRAKES BRK SHOE	\$ 771.66	US
CARLISLE	A63222F1722	A63222F1722	DRUM BRAKES BRK SHOE KIT	\$ 2,146.12	US
CARLISLE	A63222L1702	A63222L1702	DRUM BRAKES BRK SHOE	\$ 968.41	US

CARLISLE	A63722E603	A63722E603	DRUM BRAKES LINING ASSY BG2024 M-71	\$ 1,102.94	US
CARLISLE	A63722L194SP	A63722L194SP	DRUM BRAKES KIT LINING ASSY DLM10	\$ 137.75	US
CARLISLE	A63722Q745	A63722Q745	DRUM BRAKES BRK SHOE ASSY	\$ 1,265.61	US
CARLISLE	A72730V100	A72730V100	DRUM BRAKES PISTON ASSY	\$ 80.07	US
CARLISLE	A73236R2228	A73236R2228	DRUM BRAKES BACKING PLATE	\$ 1,116.05	US
CARLISLE	A73722P744	A73722P744	DRUM BRAKES BRK SHOE ASSY	\$ 765.02	US
CARLISLE	A73736D186	A73736D186	DRUM BRAKES BACKING PLATE ASSY	\$ 811.52	US
CARLISLE	A73761B28	A73761B28	DRUM BRAKES WHL CYLINDER ASSY	\$ 231.36	US
CARLISLE	A73761F500	A73761F500	DRUM BRAKES WHL CYLINDER ASSY	\$ 482.71	US
CARLISLE	A73761J504	A73761J504	DRUM BRAKES WHL CYLINDER ASSY (MO)	\$ 835.64	US
CARLISLE	A73761V360	A73761V360	DRUM BRAKES WHL CYLINDER ASSY	\$ 648.24	US
CARLISLE	A83222L1702	A83222L1702	DRUM BRAKES SHOE & LINING ASSY	\$ 1,477.94	US
CARLISLE	A83222W1609	A83222W1609	DRUM BRAKES LINING ASSY RS17204	\$ 737.26	US
CARLISLE	A83722X180	A83722X180	DRUM BRAKES LINING ASSY DLM13	\$ 183.00	US
CARLISLE	A83722Z520	A83722Z520	DRUM BRAKES LINING ASSY WE17 M77	\$ 587.45	US
CARLISLE	A83736H112	A83736H112	DRUM BRAKES BACKING PLATE	\$ 397.53	US
CARLISLE	A93222L1702	A93222L1702	DRUM BRAKES SHOE & LINING ASSY	\$ 1,804.79	US
CARLISLE	A93222X2104	A93222X2104	SERVICE BRAKES ASSY SHOE AND LINING	\$ 140.95	US
CARLISLE	A93722E447	A93722E447	DRUM BRAKES BRK SHOE	\$ 910.43	US
CARLISLE	A93722P562	A93722P562	DRUM BRAKES BRK SHOE ASSY	\$ 139.30	US
CARLISLE	A93722X440	A93722X440	DRUM BRAKES BRK SHOE	\$ 1,917.28	US
CARLISLE	A93722Z442	A93722Z442	DRUM BRAKES BRK SHOE	\$ 751.41	US
CARLISLE	A93722Z520	A93722Z520	DRUM BRAKES LINING ASSY WE17 M95	\$ 611.06	US
CARLISLE	A93736D186	A93736D186	DRUM BRAKES BACKING PLATE ASSY	\$ 595.17	US
CARLISLE	A93736M819	A93736M819	DRUM BRAKES BACKING PLATE ASSY	\$ 531.24	US
CARLISLE	AB10000	AB10000	INDUSTRIAL FRICTION HP METALLIC...	\$ 75.16	US
CARLISLE	AB11004	AB11004	INDUSTRIAL FRICTION HP METALLIC...	\$ 72.14	US
CARLISLE	AB8037	AB8037	INDUSTRIAL FRICTION HP METALLIC...	\$ 63.06	US
CARLISLE	B33261M299	B33261M299	DRUM BRAKES WHL CYLINDER KIT	\$ 372.36	US
CARLISLE	B-64673441	B-64673441	HYDRAULICS DUST COVER	\$ 8.40	GB
CARLISLE	BG202410	BG202410	BRK ASSY BRK ASSY P (AOS) M-71	\$ 4,194.76	US
CARLISLE	B-MIN47	B-MIN47	HYDRAULICS MASTER CYLINDER KIT	\$ 31.44	GB
CARLISLE	B-PMM109	B-PMM109	HYDRAULICS MASTER CYLINDER MO	\$ 172.51	GB
CARLISLE	B-PMM132	B-PMM132	HYDRAULICS MASTER CYLINDER MO	\$ 185.44	GB
CARLISLE	C713276J36	C713276J36	DRUM BRAKES CHAMBER BRK ASSY	\$ 1,448.38	US
CARLISLE	C723276J36	C723276J36	DRUM BRAKES CHAMBER BRK ASSY	\$ 2,089.92	US
CARLISLE	C763276J36	C763276J36	DRUM BRAKES CHAMBER BRK ASSY	\$ 933.62	US
CARLISLE	CEVT2	CEVT2	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.26	US
CARLISLE	CEVT4	CEVT4	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.40	US

CARLISLE	CEVT5	CEVT5	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.47	US
CARLISLE	CEVT7	CEVT7	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.54	US
CARLISLE	CEVT8	CEVT8	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.62	US
CARLISLE	CEVT9	CEVT9	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.70	US
CARLISLE	CRVSR12	CRVSR12	CLUTCH BUTTONS BUTTON, FLAT	\$ 8.68	US
CARLISLE	CVSR20	CVSR20	CLUTCH BUTTONS BUTTON, FLAT	\$ 4.31	US
CARLISLE	CVSR21	CVSR21	CLUTCH BUTTONS BUTTON, FLAT	\$ 4.45	US
CARLISLE	CVSR22	CVSR22	CLUTCH BUTTONS BUTTON, FLAT	\$ 4.65	US
CARLISLE	CVSR23	CVSR23	CLUTCH BUTTONS BUTTON, FLAT	\$ 4.74	US
CARLISLE	CVSR24	CVSR24	CLUTCH BUTTONS BUTTON, FLAT	\$ 4.86	US
CARLISLE	CVT2	CVT2	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.23	US
CARLISLE	CVT4	CVT4	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.34	US
CARLISLE	CVT5	CVT5	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.52	US
CARLISLE	CVT7	CVT7	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.67	US
CARLISLE	CVT8	CVT8	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.70	US
CARLISLE	CVT9	CVT9	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.74	US
CARLISLE	CVTJ5	CVTJ5	CLUTCH BUTTONS BUTTON, FLAT	\$ 6.43	US
CARLISLE	CVTJ7	CVTJ7	CLUTCH BUTTONS BUTTON, FLAT	\$ 6.54	US
CARLISLE	CVTJ8	CVTJ8	CLUTCH BUTTONS BUTTON, FLAT	\$ 6.77	US
CARLISLE	CVTL2	CVTL2	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.93	US
CARLISLE	CVTL4	CVTL4	CLUTCH BUTTONS BUTTON, FLAT	\$ 4.03	US
CARLISLE	CVTL5	CVTL5	CLUTCH BUTTONS BUTTON, FLAT	\$ 4.14	US
CARLISLE	CVTL7	CVTL7	CLUTCH BUTTONS BUTTON, FLAT	\$ 4.26	US
CARLISLE	CVTL7.5	CVTL7.5	CLUTCH BUTTONS BUTTON, FLAT	\$ 4.29	US
CARLISLE	CVTL8	CVTL8	CLUTCH BUTTONS BUTTON, FLAT	\$ 4.32	US
CARLISLE	CVTL9	CVTL9	CLUTCH BUTTONS BUTTON, FLAT	\$ 4.40	US
CARLISLE	CVTL9.5	CVTL9.5	CLUTCH BUTTONS BUTTON, FLAT	\$ 4.43	US
CARLISLE	DLM10104	DLM10104	BRK ASSY BRK ASSY DLM10	\$ 1,583.03	US
CARLISLE	DLM10105	DLM10105	BRK ASSY BRK ASSY DLM10	\$ 1,004.48	US
CARLISLE	DLM10107	DLM10107	BRK ASSY BRK ASSY DLM10	\$ 1,348.53	US
CARLISLE	DLM10115	DLM10115	BRK ASSY BRK ASSY DLM10	\$ 898.95	US
CARLISLE	DLM1099SP	DLM1099SP	DRUM BRAKES BRAKE ASSY DLM10 KIT	\$ 812.59	US
CARLISLE	DLM13125	DLM13125	BRK ASSY BRK ASSY DLM13	\$ 2,242.22	US
CARLISLE	DLM13208	DLM13208	BRK ASSY BRK ASSY DLM13	\$ 1,479.14	US
CARLISLE	DLM13210	DLM13210	BRK ASSY BRK ASSY DLM13	\$ 1,713.59	US
CARLISLE	DLM13211	DLM13211	BRK ASSY BRK ASSY DLM13	\$ 1,503.59	US
CARLISLE	DLM13213	DLM13213	BRK ASSY BRK ASSY DLM13	\$ 1,674.23	US
CARLISLE	DLM13214	DLM13214	BRK ASSY BRK ASSY DLM13	\$ 1,614.44	US
CARLISLE	DLM13215	DLM13215	BRK ASSY BRK ASSY DLM13	\$ 1,400.72	US

CARLISLE	DLM13216	DLM13216	BRK ASSY BRK ASSY DLM13	\$ 1,791.25	US
CARLISLE	DLM13217	DLM13217	BRK ASSY BRK ASSY DLM13	\$ 1,162.93	US
CARLISLE	DLM13227	DLM13227	BRK ASSY BRK ASSY DLM13	\$ 1,411.71	US
CARLISLE	DSH1252523	DSH1252523	BRK ASSY BRK ASSY W/PARK BRK	\$ 1,280.95	US
CARLISLE	DSH1252524	DSH1252524	BRK ASSY BRK ASSY W/PARK BRK	\$ 1,357.80	US
CARLISLE	EVT2	EVT2	CLUTCH BUTTONS BUTTON, FLAT	\$ 2.91	US
CARLISLE	EVT4	EVT4	CLUTCH BUTTONS BUTTON, FLAT	\$ 2.98	US
CARLISLE	EVT5	EVT5	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.03	US
CARLISLE	EVT7	EVT7	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.10	US
CARLISLE	EVT8	EVT8	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.15	US
CARLISLE	EVT9	EVT9	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.22	US
CARLISLE	FCP308B	FCP308B	CLUTCH PLATE, BOND ON Material:...	\$ 929.07	US
CARLISLE	FSH12258	FSH12258	BRK ASSY BRK ASSY FSH12 M-75	\$ 969.20	US
CARLISLE	FSH12263	FSH12263	BRK ASSY BRK ASSY FSH12 AO M-75	\$ 880.91	US
CARLISLE	G1	G1	CLUTCH BUTTONS RIVET, BUTTON /500BX	\$ 120.91	TW
CARLISLE	G1KEG	G1KEG	CLUTCH BUTTONS RIVET, BULK QTY	\$ 846.48	TW
CARLISLE	G2	G2	CLUTCH BUTTONS RIVET, BUTTON /500BX	\$ 120.91	TW
CARLISLE	G2KEG	G2KEG	CLUTCH BUTTONS RIVET, BULK QTY	\$ 846.48	TW
CARLISLE	G3	G3	CLUTCH BUTTONS RIVET, BUTTON /500BX	\$ 120.91	TW
CARLISLE	G3KEG	G3KEG	CLUTCH BUTTONS RIVET, BULK QTY	\$ 906.96	TW
CARLISLE	G5	G5	CLUTCH BUTTONS RIVET, BUTTON /500BX	\$ 120.91	TW
CARLISLE	G5KEG	G5KEG	CLUTCH BUTTONS RIVET, BULK QTY	\$ 906.96	TW
CARLISLE	H0	H0	CLUTCH BUTTONS RIVET, BUTTON	\$ 307.13	TW
CARLISLE	H1	H1	CLUTCH BUTTONS RIVET, BUTTON /500BX	\$ 123.57	TW
CARLISLE	H1KEG	H1KEG	CLUTCH BUTTONS RIVET, BULK QTY	\$ 595.58	TW
CARLISLE	H2	H2	CLUTCH BUTTONS RIVET, BUTTON /500BX	\$ 123.56	TW
CARLISLE	H2KEG	H2KEG	CLUTCH BUTTONS RIVET, BULK QTY	\$ 562.76	TW
CARLISLE	H3	H3	CLUTCH BUTTONS RIVET, BUTTON /500BX	\$ 123.57	TW
CARLISLE	H3KEG	H3KEG	CLUTCH BUTTONS RIVET, BULK QTY	\$ 568.50	TW
CARLISLE	H4	H4	CLUTCH BUTTONS RIVET, BUTTON /500BX	\$ 177.52	US
CARLISLE	HDB64011	HDB64011	SERVICE BRAKES BRK ASSY HDB640 NIT	\$ 3,619.07	US
CARLISLE	HDB64014	HDB64014	SERVICE BRAKES BRK ASSY HDB640 NIT	\$ 3,017.08	US
CARLISLE	HDB64016	HDB64016	SERVICE BRAKES BRK ASSY EBR O-RING BF	\$ 3,676.13	US
CARLISLE	HDBC422515	HDBC422515	SERVICE BRAKES BRK ASSY HDBC4225	\$ 6,035.98	US
CARLISLE	HPC12398	HPC12398	HDT DISCS GRAPHITE DISC, ID GEAR	\$ 154.61	US
CARLISLE	HPC3943	HPC3943	GRAPHITE DISC, ID GEAR Material:...	\$ 173.53	US
CARLISLE	HPC3943-300pk	HPC3943-300pk	GRAPHITE DISC, ID GEAR Material:...	\$ 164.86	US
CARLISLE	HPC3951	HPC3951	GRAPHITE DISC, ID GEAR Material:...	\$ 191.17	US
CARLISLE	HPC3970	HPC3970	GRAPHITE DISC, ID GEAR Material:...	\$ 117.30	US

CARLISLE	HPC3973	HPC3973	GRAPHITE DISC, ID GEAR Material:...	\$ 114.13	US
CARLISLE	HPC3993	HPC3993	GRAPHITE DISC, ID GEAR Material:...	\$ 78.64	US
CARLISLE	HPC4237	HPC4237	GRAPHITE DISC, ID GEAR Material:...	\$ 84.05	US
CARLISLE	HPC4258	HPC4258	GRAPHITE DISC, ID GEAR Material:...	\$ 68.39	US
CARLISLE	HPC4280	HPC4280	GRAPHITE DISC, ID GEAR Material:...	\$ 254.31	US
CARLISLE	HPC4512	HPC4512	GRAPHITE DISC, ID GEAR Material:...	\$ 132.07	US
CARLISLE	HPC5003	HPC5003	GRAPHITE DISC, OD SLOTS Material:...	\$ 344.02	US
CARLISLE	HPC5732	HPC5732	GRAPHITE DISC, ID GEAR Material:...	\$ 282.97	US
CARLISLE	HPC8114	HPC8114	GRAPHITE DISC, ID GEAR Material:...	\$ 222.18	US
CARLISLE	HPC8728	HPC8728	GRAPHITE DISC, ID GEAR Material:...	\$ 22.93	US
CARLISLE	HPC8751	HPC8751	GRAPHITE DISC, ID GEAR Material:...	\$ 67.69	US
CARLISLE	HPC9515	HPC9515	HDT DISCS GRAPHITE DISC, ID GEAR	\$ 112.34	US
CARLISLE	HPC9651	HPC9651	HDT DISCS GRAPHITE DISC, ID GEAR	\$ 110.57	US
CARLISLE	HPC9976	HPC9976	DISC, HDT, MID DISC DISC, HDT, MID DISC	\$ 134.14	US
CARLISLE	HPC9977	HPC9977	DISC, HDT, END DISC DISC, HDT, END DISC	\$ 126.22	US
CARLISLE	KIT10112	KIT10112	HYDRAULICS PISTON KIT	\$ 323.75	US
CARLISLE	KIT10113	KIT10113	SERVICE BRAKES LINING KIT	\$ 259.97	US
CARLISLE	KIT10134	KIT10134	SERVICE BRAKES SEAL KIT (MO)	\$ 103.41	US
CARLISLE	KIT10135	KIT10135	SERVICE BRAKES SEAL KIT	\$ 255.04	US
CARLISLE	KIT10136	KIT10136	SERVICE BRAKES MAJ OVERHAUL KIT	\$ 888.16	US
CARLISLE	KIT10146	KIT10146	SERVICE BRAKES SEAL KIT	\$ 545.38	US
CARLISLE	KIT10147	KIT10147	SERVICE BRAKES SEAL KIT	\$ 554.85	MX
CARLISLE	KIT10148	KIT10148	SERVICE BRAKES SEAL KIT	\$ 292.93	MX
CARLISLE	KIT1973	KIT1973	SERVICE BRAKES DUST SHIELD KIT	\$ 589.32	US
CARLISLE	KIT9045	KIT9045	DRUM BRAKES BRK REPAIR KIT - MNR	\$ 298.17	US
CARLISLE	KIT9046	KIT9046	DRUM BRAKES BRK REPAIR KIT - MNR	\$ 968.14	US
CARLISLE	KIT9112	KIT9112	DRUM BRAKES BRK KIT	\$ 770.59	US
CARLISLE	KIT9206AGG	KIT9206AGG	SERVICE BRAKES KIT-SHOE & LNG	\$ 220.97	US
CARLISLE	M215264	M215264	INDUSTRIAL FRICTION GEAR RING NF-815	\$ 361.72	US
CARLISLE	M-2991	M-2991	INDUSTRIAL FRICTION BRAKE PAD	\$ 10.96	US
CARLISLE	M4350D	M4350D	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 392.57	US
CARLISLE	M4354AD	M4354AD	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 337.42	US
CARLISLE	M4462AD	M4462AD	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 427.61	US
CARLISLE	M4462D	M4462D	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 470.36	US
CARLISLE	M4470D	M4470D	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 334.54	US
CARLISLE	M4480D	M4480D	LINING SET OFF-HWY BLK LINING SET	\$ 474.48	US
CARLISLE	M4573DS	M4573DS	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 539.08	US
CARLISLE	M4575D	M4575D	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 380.57	US
CARLISLE	M4587BD	M4587BD	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 316.50	US

CARLISLE	M4587BDX	M4587BDX	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 338.87	US
CARLISLE	M4601D	M4601D	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 267.34	US
CARLISLE	M4608CD	M4608CD	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 721.70	US
CARLISLE	M4616AD	M4616AD	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 495.30	US
CARLISLE	M4618DXX	M4618DXX	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 611.63	US
CARLISLE	M4619AD	M4619AD	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 609.67	US
CARLISLE	M4622D	M4622D	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 453.31	US
CARLISLE	M4630D	M4630D	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 393.43	US
CARLISLE	M4630DX	M4630DX	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 440.02	US
CARLISLE	M4633D	M4633D	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 812.03	US
CARLISLE	M4676D	M4676D	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 937.33	US
CARLISLE	M4677AD	M4677AD	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 898.50	US
CARLISLE	M4677ADX	M4677ADX	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 962.20	US
CARLISLE	M4677ADXX	M4677ADXX	INDUSTRIAL FRICTION LINING BLK SET	\$ 1,057.06	US
CARLISLE	M4677D	M4677D	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 830.15	US
CARLISLE	M4678AD	M4678AD	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 703.43	US
CARLISLE	M4679AD	M4679AD	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 1,105.38	US
CARLISLE	M4679D	M4679D	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 1,206.21	US
CARLISLE	M4679DXX	M4679DXX	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 1,318.94	US
CARLISLE	M4681AD	M4681AD	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 1,257.64	US
CARLISLE	M4681D	M4681D	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 1,331.16	US
CARLISLE	M4687D	M4687D	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 1,974.51	US
CARLISLE	M4713D	M4713D	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 279.65	US
CARLISLE	M4714D	M4714D	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 388.59	US
CARLISLE	M7777D	M7777D	INDUSTRIAL FRICTION OFF-HWY BLK...	\$ 681.25	US
CARLISLE	MIN59	MIN59	SERVICE BRAKES MASTER CYLINDER KIT	\$ 23.71	GB
CARLISLE	MMPS-3961	MMPS-3961	SERVICE BRAKES SEAL KIT SCL2V (MO)	\$ 77.75	US
CARLISLE	MPS1263	MPS1263	DRUM BRAKES WHL CYLINDER KIT	\$ 98.46	US
CARLISLE	MPS1272	MPS1272	DRUM BRAKES WHL CYLINDER KIT	\$ 211.06	CA
CARLISLE	MPS1278	MPS1278	DRUM BRAKES WHL CYLINDER KIT	\$ 150.09	US
CARLISLE	MPS1304	MPS1304	DRUM BRAKES ADJ PAWL KIT	\$ 248.49	US
CARLISLE	MPS1505	MPS1505	DRUM BRAKES WHL CYLINDER KIT	\$ 201.04	US
CARLISLE	MPS1507	MPS1507	DRUM BRAKES KIT	\$ 107.28	US
CARLISLE	MPS1517	MPS1517	DRUM BRAKES WHL CYLINDER KIT	\$ 46.62	US
CARLISLE	MPS1601	MPS1601	DRUM BRAKES WHL CYLINDER KIT	\$ 252.56	CA
CARLISLE	MPS1889	MPS1889	DRUM BRAKES PISTON KIT	\$ 81.89	CA
CARLISLE	MPS1940	MPS1940	DRUM BRAKES GUIDE PIN KIT	\$ 345.66	US
CARLISLE	MPS1981	MPS1981	DRUM BRAKES WHL CYLINDER KIT	\$ 56.51	US
CARLISLE	MPS2027	MPS2027	SERVICE BRAKES WHL CYLINDER KIT	\$ 431.37	US

CARLISLE	MPS2648	MPS2648	DRUM BRAKES CYLINDER REPAIR KIT	\$ 233.43	US
CARLISLE	MPS2670	MPS2670	SERVICE BRAKES SEAL KIT	\$ 29.38	US
CARLISLE	MPS2673	MPS2673	DRUM BRAKES CHAMBER BRK ASSY KIT - 30	\$ 884.40	US
CARLISLE	MPS2681	MPS2681	DRUM BRAKES ANCHOR PIN KIT	\$ 126.77	US
CARLISLE	MPS2682	MPS2682	DRUM BRAKES SEAL KIT ADJ	\$ 53.98	US
CARLISLE	MPS2737	MPS2737	DRUM BRAKES KIT	\$ 1,657.18	US
CARLISLE	MPS2738	MPS2738	SERVICE BRAKES MIN OVERHAUL KIT	\$ 2,381.86	US
CARLISLE	MPS2821	MPS2821	DRUM BRAKES KIT	\$ 341.85	US
CARLISLE	MPS2822	MPS2822	DRUM BRAKES KIT SEAL & HRDWR	\$ 186.45	US
CARLISLE	MPS2828	MPS2828	DRUM BRAKES BRK WEDGE KIT	\$ 228.93	US
CARLISLE	MPS2867	MPS2867	DRUM BRAKES WHL KIT LH STAR	\$ 49.59	JP
CARLISLE	MPS2868	MPS2868	DRUM BRAKES WHL KIT RH STAR	\$ 51.01	US
CARLISLE	MPS2869	MPS2869	DRUM BRAKES WHL CYLINDER KIT	\$ 13.60	US
CARLISLE	MPS2960	MPS2960	DRUM BRAKES SPRING KIT - RETURN	\$ 40.06	US
CARLISLE	MPS3042	MPS3042	DRUM BRAKES GROUP-MPS	\$ 94.92	CA
CARLISLE	MPS3245	MPS3245	DRUM BRAKES REPAIR GROUP	\$ 357.56	US
CARLISLE	MPS3445	MPS3445	SERVICE BRAKES LINING KIT	\$ 546.44	US
CARLISLE	MPS3463	MPS3463	SERVICE BRAKES LINING KIT	\$ 116.90	US
CARLISLE	MPS3524	MPS3524	SERVICE BRAKES SEAL KIT O-RING	\$ 269.51	US
CARLISLE	MPS3603	MPS3603	SERVICE BRAKES SCLKIT	\$ 817.62	US
CARLISLE	MPS3606	MPS3606	SERVICE BRAKES SEAL KIT (MO)	\$ 125.59	US
CARLISLE	MPS3615	MPS3615	SERVICE BRAKES SEAL KIT (MO)	\$ 179.10	US
CARLISLE	MPS3618	MPS3618	SERVICE BRAKES SEAL KIT O-RING	\$ 259.07	US
CARLISLE	MPS3641	MPS3641	DRUM BRAKES AUTO ADJ KIT	\$ 534.43	US
CARLISLE	MPS3664	MPS3664	DRUM BRAKES AUTO ADJ KIT	\$ 949.20	US
CARLISLE	MPS3665	MPS3665	DRUM BRAKES AUTO ADJ KIT	\$ 1,390.67	US
CARLISLE	MPS3667	MPS3667	DRUM BRAKES KIT	\$ 863.22	US
CARLISLE	MPS3668	MPS3668	SERVICE BRAKES ADJ KIT	\$ 490.85	US
CARLISLE	MPS3670	MPS3670	SERVICE BRAKES ACTUATOR & PAWL KIT	\$ 349.78	US
CARLISLE	MPS3673	MPS3673	DRUM BRAKES ACTUATOR & PAWL KIT	\$ 451.43	US
CARLISLE	MPS3715	MPS3715	SERVICE BRAKES SEAL KIT	\$ 157.86	US
CARLISLE	MPS3716	MPS3716	SERVICE BRAKES SEAL KIT (BF)	\$ 104.25	US
CARLISLE	MPS3717	MPS3717	SERVICE BRAKES SEAL KIT (MO)	\$ 32.65	US
CARLISLE	MPS3743	MPS3743	SERVICE BRAKES SEAL KIT WIPER	\$ 178.16	US
CARLISLE	MPS3754	MPS3754	SERVICE BRAKES SEAL KIT	\$ 293.00	TW
CARLISLE	MPS3759	MPS3759	SERVICE BRAKES SEAL KIT	\$ 355.02	US
CARLISLE	MPS3760	MPS3760	SERVICE BRAKES MAJ OVERHAUL REPAIR KIT	\$ 957.05	US
CARLISLE	MPS3780	MPS3780	SERVICE BRAKES ADJ KIT	\$ 1,350.56	US
CARLISLE	MPS3813	MPS3813	SERVICE BRAKES PISTON ASSY KIT	\$ 1,470.94	US

CARLISLE	MPS3893	MPS3893	SERVICE BRAKES OVERHAUL KIT	\$ 1,824.68	US
CARLISLE	MPS3899	MPS3899	SERVICE BRAKES OVERHAUL KIT	\$ 1,632.35	US
CARLISLE	MPS3902	MPS3902	SERVICE BRAKES OVERHAUL KIT	\$ 966.28	US
CARLISLE	MPS3905	MPS3905	SERVICE BRAKES OVERHAUL KIT	\$ 732.76	US
CARLISLE	MPS3907	MPS3907	SERVICE BRAKES OVERHAUL KIT	\$ 1,509.89	US
CARLISLE	MPS3909	MPS3909	SERVICE BRAKES OVERHAUL KIT SCL70	\$ 5,011.48	US
CARLISLE	MPS3918	MPS3918	SERVICE BRAKES OVERHAUL KIT	\$ 1,566.84	US
CARLISLE	MPS3936	MPS3936	SERVICE BRAKES SEAL KIT	\$ 67.82	US
CARLISLE	MPS3939	MPS3939	SERVICE BRAKES SEAL KIT	\$ 30.35	US
CARLISLE	MPS3945	MPS3945	SERVICE BRAKES SEAL KIT	\$ 114.21	US
CARLISLE	MPS3948	MPS3948	SERVICE BRAKES SEAL KIT	\$ 20.81	US
CARLISLE	MPS3949	MPS3949	SERVICE BRAKES SEAL KIT	\$ 103.23	US
CARLISLE	MPS3961	MPS3961	SERVICE BRAKES SEAL KIT (MO)	\$ 78.35	TW
CARLISLE	MPS3962	MPS3962	SERVICE BRAKES SEAL KIT	\$ 163.28	US
CARLISLE	MPS3963	MPS3963	SERVICE BRAKES OVERHAUL KIT	\$ 2,037.58	US
CARLISLE	MPS3964	MPS3964	SERVICE BRAKES SEAL & PISTON KIT	\$ 102.95	CA
CARLISLE	MPS3965	MPS3965	SERVICE BRAKES SEAL & PISTON KIT	\$ 130.11	CA
CARLISLE	MPS3974	MPS3974	SERVICE BRAKES HARDWARE KIT	\$ 2,046.16	US
CARLISLE	MPS3975	MPS3975	SERVICE BRAKES SEAL KIT	\$ 57.14	US
CARLISLE	MPS3989	MPS3989	SERVICE BRAKES SEAL KIT WIPER	\$ 143.53	US
CARLISLE	MPS4009	MPS4009	SERVICE BRAKES PISTON & RET	\$ 327.54	CA
CARLISLE	MPS4011	MPS4011	SERVICE BRAKES BRK HSG KIT	\$ 1,534.56	US
CARLISLE	MPS4030	MPS4030	SERVICE BRAKES BRK HSG KIT	\$ 1,159.92	US
CARLISLE	MPS4031	MPS4031	SERVICE BRAKES BRK HSG KIT	\$ 1,354.65	US
CARLISLE	MPS4051	MPS4051	PARK BRAKES PISTON REPAIR KIT	\$ 242.82	CA
CARLISLE	MPS4065	MPS4065	SERVICE BRAKES SEAL & PISTON KIT	\$ 531.12	CA
CARLISLE	MPS4066	MPS4066	SERVICE BRAKES SEAL & PISTON KIT	\$ 486.71	CA
CARLISLE	MPS4069	MPS4069	SERVICE BRAKES OVERHAUL KIT	\$ 3,642.04	US
CARLISLE	MPS4070	MPS4070	SERVICE BRAKES BRK KIT	\$ 5,675.38	US
CARLISLE	MPS4071	MPS4071	SERVICE BRAKES MAJ OVERHAUL KIT	\$ 895.04	US
CARLISLE	MPS4072	MPS4072	SERVICE BRAKES MAJ OVERHAUL KIT	\$ 468.66	US
CARLISLE	MPS4114	MPS4114	SERVICE BRAKES OVERHAUL KIT	\$ 2,292.38	US
CARLISLE	MPS4115	MPS4115	SERVICE BRAKES MPS KIT	\$ 826.25	US
CARLISLE	MPS4116	MPS4116	SERVICE BRAKES MPS KIT	\$ 308.50	US
CARLISLE	MPS4142	MPS4142	SERVICE BRAKES REPAIR KIT	\$ 822.13	US
CARLISLE	MPS4846	MPS4846	SERVICE BRAKES LINING KIT	\$ 1,445.43	US
CARLISLE	MPS4873	MPS4873	SERVICE BRAKES BRK LINING SVC KIT	\$ 1,189.68	US
CARLISLE	MPS4915	MPS4915	SERVICE BRAKES WEAR INDICATOR KIT	\$ 135.87	US
CARLISLE	PC10134	PC10134	BRONZE DISC, ID GEAR Material:...	\$ 33.38	US

CARLISLE	PC10558	PC10558	BRONZE DISC, OD GEAR Material:...	\$ 631.12	US
CARLISLE	PC10565	PC10565	BRONZE DISC Material: BRONZE; Groove...	\$ 112.77	US
CARLISLE	PC11362	PC11362	BRONZE DISC, ID GEAR BRONZE DISC, ID...	\$ 351.58	US
CARLISLE	PC12686	PC12686	BRONZE DISC, ID GEAR Material:METALLI...	\$ 634.49	US
CARLISLE	PC2407	PC2407	BRONZE DISC, OD GEAR Material:...	\$ 100.97	US
CARLISLE	PC3456	PC3456	BRONZE DISC, ID NOTCH Material:...	\$ 282.31	US
CARLISLE	PC3974	PC3974	BRONZE DISC, ID GEAR Material:...	\$ 244.17	US
CARLISLE	PC3974-300pk	PC3974-300pk	BRONZE DISC, ID GEAR Material:...	\$ 239.29	US
CARLISLE	PC4135	PC4135	BRONZE DISC, ID GEAR Material:...	\$ 77.87	US
CARLISLE	PC4281	PC4281	BRONZE DISC, ID GEAR Material:...	\$ 145.09	US
CARLISLE	PC4699	PC4699	BRONZE DISC, ID GEAR BRONZE DISC, ID...	\$ 63.77	US
CARLISLE	PC4728	PC4728	BRONZE DISC, OD GEAR Material:...	\$ 67.76	US
CARLISLE	PC5762	PC5762	BRONZE DISC, ID GEAR Material:...	\$ 129.90	US
CARLISLE	PC9525	PC9525	PAPER DISCS CORK DISC, ID GEAR	\$ 101.18	US
CARLISLE	PD124034	PD124034	SERVICE BRAKES BRK ASSY PD1240 EPR	\$ 1,092.35	US
CARLISLE	PD124035	PD124035	SERVICE BRAKES BRK ASSY PD1240 NIT	\$ 1,092.33	US
CARLISLE	PD1425911	PD1425911	SERVICE BRAKES BRK ASSY PD1425 NIT	\$ 3,888.62	US
CARLISLE	PD1425912SP	PD1425912SP	SERVICE BRAKES BRAKE ASSY PD1425 NIT KIT	\$ 4,204.85	US
CARLISLE	PD1425914	PD1425914	SERVICE BRAKES BRK ASSY PD1425 NIT	\$ 8,851.12	US
CARLISLE	PD1425916	PD1425916	SERVICE BRAKES BRK ASSY PD1425 NIT	\$ 4,420.55	US
CARLISLE	PD1425917	PD1425917	SERVICE BRAKES BRK ASSY PD1425 HNBR	\$ 7,463.63	US
CARLISLE	PD1425918	PD1425918	SERVICE BRAKES BRK ASSY PD1425 NIT	\$ 4,804.14	US
CARLISLE	PD143351	PD143351	SERVICE BRAKES BRK ASSY PD1433 NIT	\$ 5,711.27	US
CARLISLE	PD147351	PD147351	SERVICE BRAKES BRK ASSY PD1473 NIT	\$ 1,973.28	US
CARLISLE	PD1591151SP	PD1591151SP	SERVICE BRAKES BRAKE ASSY PD1591 NIT KIT	\$ 3,818.62	US
CARLISLE	PD1591152	PD1591152	SERVICE BRAKES BRK ASSY PD1591 EPR	\$ 3,631.72	US
CARLISLE	PD1591153	PD1591153	SERVICE BRAKES BRK ASSY PD1591 EPR	\$ 4,397.29	US
CARLISLE	PD1591155	PD1591155	SERVICE BRAKES BRK ASSY PD1591 NIT	\$ 4,377.96	US
CARLISLE	PD1591157	PD1591157	SERVICE BRAKES BRK ASSY PD1591 EPR	\$ 2,461.69	US
CARLISLE	PD1591161	PD1591161	SERVICE BRAKES BRK ASSY PD1591 NIT	\$ 4,001.66	US
CARLISLE	PD1591161SP	PD1591161SP	SERVICE BRAKES BRAKE ASSY PD1591 NIT KIT	\$ 3,858.87	US
CARLISLE	PD1591163	PD1591163	SERVICE BRAKES BRK ASSY PD1591 NIT	\$ 3,965.01	US
CARLISLE	PD1591164	PD1591164	SERVICE BRAKES BRK ASSY PD1591 NIT	\$ 4,086.30	US
CARLISLE	PD1591171	PD1591171	SERVICE BRAKES BRK ASSY PD1591 NIT	\$ 4,364.65	US
CARLISLE	PD1591191	PD1591191	SERVICE BRAKES BRK ASSY	\$ 4,126.60	US
CARLISLE	PP10042	PP10042	STEEL DISCS STEEL DISC, ID LUGS	\$ 31.01	US
CARLISLE	PP10060	PP10060	STEEL DISCS STEEL DISC	\$ 22.95	US
CARLISLE	PP10095	PP10095	STEEL DISC, ID GEAR Material: STEEL;...	\$ 16.98	US
CARLISLE	PP10126	PP10126	STEEL DISCS STEEL DISC, OD GEAR	\$ 139.16	US

CARLISLE	PP1017	PP1017	STEEL DISC Material: STEEL;...	\$ 16.76	US
CARLISLE	PP1019	PP1019	STEEL DISC Material: STEEL;...	\$ 48.99	US
CARLISLE	PP1021	PP1021	STEEL DISC Material: STEEL;...	\$ 30.14	US
CARLISLE	PP1024	PP1024	STEEL DISC Material: STEEL;...	\$ 40.20	US
CARLISLE	PP10559	PP10559	STEEL DISC, ID GEAR Material: STEEL;...	\$ 351.04	US
CARLISLE	PP10907	PP10907	STEEL DISC, OD GEAR, SLOTS Material:...	\$ 22.45	US
CARLISLE	PP11054	PP11054	STEEL DISC, OD GEAR Material: STEEL;...	\$ 471.87	US
CARLISLE	PP11353	PP11353	STEEL DISC, OD GEAR STEEL DISC, OD GEAR	\$ 144.64	US
CARLISLE	PP11359	PP11359	STEEL DISCS STEEL DISC, OD GEAR	\$ 353.08	US
CARLISLE	PP11364	PP11364	STEEL DISCS STEEL DISC, OD GEAR	\$ 269.00	US
CARLISLE	PP11371	PP11371	STEEL DISCS STEEL DISC, OD GEAR	\$ 357.56	US
CARLISLE	PP11375	PP11375	STEEL DISCS STEEL DISC, OD TANG	\$ 187.42	US
CARLISLE	PP11378	PP11378	STEEL DISCS STEEL DISC, OD GEAR	\$ 280.22	US
CARLISLE	PP11385	PP11385	STEEL DISCS STEEL DISC, OD GEAR	\$ 181.48	US
CARLISLE	PP11390	PP11390	STEEL DISCS STEEL DISC, OD GEAR	\$ 144.64	US
CARLISLE	PP11395	PP11395	STEEL DISC, OD GEAR Material: STEEL;...	\$ 336.83	US
CARLISLE	PP12091	PP12091	STEEL DISCS STEEL DISC, OD NOTCH	\$ 44.04	US
CARLISLE	PP12455	PP12455	STEEL DISC, OD GEAR Material: STEEL;...	\$ 40.40	US
CARLISLE	PP12456	PP12456	STEEL DISC, OD GEAR Material: STEEL;...	\$ 49.07	US
CARLISLE	PP12457	PP12457	STEEL DISC, OD GEAR Material: STEEL;...	\$ 34.59	US
CARLISLE	PP12458	PP12458	STEEL DISC, OD GEAR Material: STEEL;...	\$ 48.19	US
CARLISLE	PP12459	PP12459	STEEL DISC, OD GEAR Material: STEEL;...	\$ 45.30	US
CARLISLE	PP12460	PP12460	STEEL DISC, OD GEAR Material: STEEL;...	\$ 60.93	US
CARLISLE	PP12461	PP12461	STEEL DISC, OD GEAR Material: STEEL;...	\$ 32.80	US
CARLISLE	PP12462	PP12462	STEEL DISC, OD GEAR Material: STEEL;...	\$ 40.19	US
CARLISLE	PP12463	PP12463	STEEL DISC, OD GEAR Material: STEEL;...	\$ 20.29	US
CARLISLE	PP12464	PP12464	STEEL DISC, OD GEAR Material: STEEL;...	\$ 21.94	US
CARLISLE	PP12685	PP12685	STEEL DISC Material: STEEL;...	\$ 181.21	US
CARLISLE	PP12927	PP12927	STEEL DISC, OD TANG Material: STEEL;...	\$ 10.72	US
CARLISLE	PP13021	PP13021	STEEL DISC, OD NOTCH Material: STEEL;...	\$ 368.02	US
CARLISLE	PP13021-300pk	PP13021-300pk	STEEL DISC, OD NOTCH Material: STEEL;...	\$ 360.68	US
CARLISLE	PP13374	PP13374	STEEL DISC, OD TANG Material: STEEL;...	\$ 12.71	US
CARLISLE	PP13588	PP13588	STEEL DISCS STEEL DISC	\$ 687.76	US
CARLISLE	PP13904	PP13904	STEEL DISCS STEEL, OPPOSING, OD GEAR	\$ 277.56	US
CARLISLE	PP263	PP263	STEEL DISC Material: STEEL;...	\$ 48.04	US
CARLISLE	PP270	PP270	STEEL DISC, ID GEAR Material: STEEL;...	\$ 128.43	US
CARLISLE	PP7199	PP7199	STEEL DISC, OD GEAR Material: STEEL;...	\$ 185.65	US
CARLISLE	PP7554	PP7554	STEEL DISC, ID GEAR Material: STEEL;...	\$ 67.58	US
CARLISLE	PP7937	PP7937	STEEL DISC, OD GEAR Material: STEEL;...	\$ 187.01	US

CARLISLE	PP7938	PP7938	STEEL DISC, OD (208 TH) Material:...	\$ 219.11	US
CARLISLE	PP8347	PP8347	STEEL DISC, OD TANG Material: STEEL;...	\$ 160.94	US
CARLISLE	PP885	PP885	STEEL DISC Material: STEEL;...	\$ 65.62	US
CARLISLE	PP886	PP886	STEEL DISC Material: STEEL;...	\$ 94.22	US
CARLISLE	PP8972	PP8972	STEEL DISC, OD (226 TH) Material:...	\$ 169.80	US
CARLISLE	PP916	PP916	STEEL DISC Material: STEEL;...	\$ 129.27	US
CARLISLE	PP9469	PP9469	STEEL DISC, OD TANG Material: STEEL;...	\$ 189.58	US
CARLISLE	PP9520A	PP9520A	STEEL DISCS STEEL DISC, OD GEAR	\$ 238.36	US
CARLISLE	PP9555	PP9555	STEEL DISC Material: STEEL;...	\$ 116.69	US
CARLISLE	PP9561	PP9561	STEEL DISCS STEEL DISC	\$ 61.50	US
CARLISLE	PP9564	PP9564	STEEL DISCS STEEL DISC	\$ 54.46	US
CARLISLE	PP9573	PP9573	STEEL DISCS STEEL DISC, OD GEAR	\$ 28.70	US
CARLISLE	PP9597	PP9597	STEEL DISCS STEEL DISC	\$ 20.28	IT
CARLISLE	PP9604	PP9604	STEEL DISC Material: STEEL;...	\$ 10.04	US
CARLISLE	PP9610	PP9610	STEEL DISC Material: STEEL;...	\$ 5.48	US
CARLISLE	PP9612B	PP9612B	STEEL DISCS STEEL DISC	\$ 22.21	US
CARLISLE	PP9625	PP9625	STEEL DISCS STEEL DISC, OD NOTCH	\$ 143.82	US
CARLISLE	PP9629	PP9629	STEEL DISCS STEEL DISC	\$ 19.45	US
CARLISLE	PP9653	PP9653	STEEL DISCS STEEL DISC, OD NOTCH	\$ 75.60	US
CARLISLE	PP9656	PP9656	STEEL DISCS STEEL DISC, OD GEAR	\$ 71.13	US
CARLISLE	PP9660	PP9660	STEEL DISCS STEEL DISC	\$ 40.96	US
CARLISLE	PP9665	PP9665	STEEL DISCS STEEL DISC, OD GEAR	\$ 73.57	US
CARLISLE	PP9666	PP9666	STEEL DISCS STEEL DISC, OD GEAR	\$ 40.98	US
CARLISLE	PP9669	PP9669	STEEL DISCS STEEL DISC, OD GEAR	\$ 44.22	US
CARLISLE	PP9679	PP9679	STEEL DISCS OPPOSING PLATE	\$ 20.94	US
CARLISLE	PP9681	PP9681	STEEL DISCS STEEL DISC, OD GEAR	\$ 32.34	US
CARLISLE	PP981	PP981	STEEL DISC, 8.6X63X.107 Material:...	\$ 25.31	US
CARLISLE	PP983	PP983	STEEL DISC Material: STEEL;...	\$ 44.25	US
CARLISLE	PP984	PP984	STEEL DISC Material: STEEL;...	\$ 49.31	US
CARLISLE	PP9948	PP9948	STEEL DISC, OD GEAR Material: STEEL;...	\$ 20.46	US
CARLISLE	PP9978	PP9978	STEEL DISCS STEEL DISC, ID GEAR	\$ 51.94	US
CARLISLE	RSH20205130	RSH20205130	BRK ASSY BRK ASSY RSH20205 BF	\$ 4,841.55	US
CARLISLE	SCL1925SP	SCL1925SP	SERVICE BRAKES BRAKE ASSY SCL19 NIT KIT	\$ 4,099.29	US
CARLISLE	SCL1926	SCL1926	SERVICE BRAKES BRK ASSY SLC19 NIT	\$ 4,746.84	US
CARLISLE	SCL1927	SCL1927	SERVICE BRAKES BRK ASSY SCL19 NIT RSR	\$ 4,768.24	US
CARLISLE	SCL21312	SCL21312	SERVICE BRAKES BRK ASSY SCL2 EPR	\$ 1,675.00	US
CARLISLE	SCL2135SP	SCL2135SP	SERVICE BRAKES BRAKE ASSY SCL2 NIT KIT	\$ 1,325.48	US
CARLISLE	SCL2152	SCL2152	SERVICE BRAKES BRK ASSY SCL2 EPR	\$ 3,839.46	US
CARLISLE	SCL22211	SCL22211	SERVICE BRAKES BRK ASSY SCL2 NIT	\$ 1,690.74	US

CARLISLE	SCL22215	SCL22215	SERVICE BRAKES BRK ASSY SCL2 EPR	\$ 1,365.97	US
CARLISLE	SCL22216	SCL22216	SERVICE BRAKES BRK ASSY SCL2 EPR	\$ 1,769.65	US
CARLISLE	SCL22217	SCL22217	SERVICE BRAKES BRK ASSY SCL2 NIT	\$ 1,294.30	US
CARLISLE	SCL2225	SCL2225	SERVICE BRAKES BRK ASSY SCL2 NIT O-R	\$ 1,787.96	US
CARLISLE	SCL2241	SCL2241	SERVICE BRAKES BRK ASSY SCL2 NIT O-R	\$ 1,476.78	US
CARLISLE	SCL2242	SCL2242	SERVICE BRAKES BRK ASSY	\$ 1,868.28	US
CARLISLE	SCL2244	SCL2244	SERVICE BRAKES BRK ASSY SCL2 NIT	\$ 1,653.93	US
CARLISLE	SCL2261	SCL2261	SERVICE BRAKES BRK ASSY SCL2 NIT	\$ 1,607.06	US
CARLISLE	SCL2285	SCL2285	SERVICE BRAKES BRK ASSY SCL2 NIT	\$ 1,763.92	US
CARLISLE	SCL2286	SCL2286	SERVICE BRAKES BRK ASSY SCL2 NIT O-R	\$ 1,936.68	US
CARLISLE	SCL2303	SCL2303	SERVICE BRAKES BRK ASSY SCL2 EPR O-R	\$ 1,529.63	US
CARLISLE	SCL2305	SCL2305	SERVICE BRAKES BRK ASSY SCL2 EPR	\$ 1,173.49	US
CARLISLE	SCL2307	SCL2307	SERVICE BRAKES BRK ASSY SCL2 NIT	\$ 1,222.16	US
CARLISLE	SCL2312	SCL2312	SERVICE BRAKES BRK ASSY SCL2 EPR	\$ 1,221.00	US
CARLISLE	SCL2313	SCL2313	SERVICE BRAKES BRK ASSY SCL2 NIT	\$ 1,869.91	US
CARLISLE	SCL2314	SCL2314	SERVICE BRAKES BRK ASSY SCL2 EPR	\$ 1,176.51	US
CARLISLE	SCL2322	SCL2322	SERVICE BRAKES BRK ASSY SCL2 NIT	\$ 4,673.25	US
CARLISLE	SCL25121	SCL25121	SERVICE BRAKES BRK ASSY SCL25 NIT	\$ 5,271.07	US
CARLISLE	SCL25122	SCL25122	SERVICE BRAKES BRK ASSY SCL25 NIT	\$ 2,695.22	US
CARLISLE	SCL25124	SCL25124	SERVICE BRAKES BRK ASSY SCL25 NIT	\$ 5,562.16	US
CARLISLE	SCL25125	SCL25125	SERVICE BRAKES BRK ASSY SCL25 NIT	\$ 2,727.46	US
CARLISLE	SCL25128	SCL25128	SERVICE BRAKES BRK ASSY SCL25 NIT	\$ 5,345.01	US
CARLISLE	SCL25131	SCL25131	SERVICE BRAKES BRK ASSY SCL25 NIT	\$ 2,641.05	US
CARLISLE	SCL463	SCL463	SERVICE BRAKES BRK ASSY SCL46 NIT	\$ 6,682.54	US
CARLISLE	SCL467	SCL467	SERVICE BRAKES BRK ASSY SCL46 EPR	\$ 5,937.76	US
CARLISLE	SCL5321	SCL5321	SERVICE BRAKES BRK ASSY SCL53 VIT	\$ 2,241.48	US
CARLISLE	SCL5625SP	SCL5625SP	SERVICE BRAKES BRAKE ASSY SCL56 NIT KIT	\$ 4,356.18	US
CARLISLE	SCL5628	SCL5628	SERVICE BRAKES BRK ASSY SCL56 NIT	\$ 4,513.87	US
CARLISLE	SCL5631	SCL5631	SERVICE BRAKES BRK ASSY SCL56 NIT	\$ 7,815.35	US
CARLISLE	SCL593	SCL593	SERVICE BRAKES BRK ASSY SCL59 EPR	\$ 2,992.54	US
CARLISLE	SCL594SP	SCL594SP	SERVICE BRAKES BRAKE ASSY SCL59 NIT KIT	\$ 2,978.58	US
CARLISLE	SCL703	SCL703	SERVICE BRAKES BRK ASSY SCL70 NIT	\$ 3,454.20	US
CARLISLE	SCL704SP	SCL704SP	SERVICE BRAKES BRAKE ASSY SCL70 POLYU...	\$ 3,668.15	US
CARLISLE	SCL852	SCL852	SERVICE BRAKES BRK ASSY SCL8 NIT	\$ 4,636.47	US
CARLISLE	SCL861	SCL861	SERVICE BRAKES BRK ASSY SCL8 NIT	\$ 5,099.14	US
CARLISLE	VSR11	VSR11	CLUTCH BUTTONS BUTTON, FLAT	\$ 5.78	US
CARLISLE	VSR12	VSR12	CLUTCH BUTTONS BUTTON, FLAT	\$ 5.89	US
CARLISLE	VSR13	VSR13	CLUTCH BUTTONS BUTTON, FLAT	\$ 6.07	US
CARLISLE	VSR20	VSR20	CLUTCH BUTTONS BUTTON, FLAT	\$ 4.47	US

CARLISLE	VSR21	VSR21	CLUTCH BUTTONS BUTTON, FLAT	\$ 4.68	US
CARLISLE	VSR22	VSR22	CLUTCH BUTTONS BUTTON, FLAT	\$ 4.93	US
CARLISLE	VSR23	VSR23	CLUTCH BUTTONS BUTTON, FLAT	\$ 5.19	US
CARLISLE	VT2	VT2	CLUTCH BUTTONS BUTTON, FLAT	\$ 2.80	US
CARLISLE	VT4	VT4	CLUTCH BUTTONS BUTTON, FLAT	\$ 2.86	US
CARLISLE	VT4.5	VT4.5	CLUTCH BUTTONS BUTTON, FLAT	\$ 2.85	US
CARLISLE	VT5	VT5	CLUTCH BUTTONS BUTTON, FLAT	\$ 2.90	US
CARLISLE	VT7	VT7	CLUTCH BUTTONS BUTTON, FLAT	\$ 2.95	US
CARLISLE	VT8	VT8	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.00	US
CARLISLE	VT9	VT9	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.30	US
CARLISLE	VTD4	VTD4	CLUTCH BUTTONS BUTTON, DIAGONAL	\$ 5.12	US
CARLISLE	VTD4R	VTD4R	CLUTCH BUTTONS BUTTON, DIAGONAL HOLES	\$ 4.54	US
CARLISLE	VTD5	VTD5	CLUTCH BUTTONS BUTTON, DIAGONAL HOLES	\$ 4.43	US
CARLISLE	VTD5R	VTD5R	CLUTCH BUTTONS BUTTON, DIAGONAL	\$ 4.43	US
CARLISLE	VTD7	VTD7	CLUTCH BUTTONS BUTTON, DIAGONAL	\$ 4.82	US
CARLISLE	VTD7R	VTD7R	CLUTCH BUTTONS BUTTON, DIAGONAL HOLES	\$ 4.82	US
CARLISLE	VTD8	VTD8	CLUTCH BUTTONS BUTTON, DIAGONAL HOLES 2	\$ 4.87	US
CARLISLE	VTD8R	VTD8R	CLUTCH BUTTONS BUTTON, DIAGONAL HOLES	\$ 4.87	US
CARLISLE	VTDS5R	VTDS5R	CLUTCH BUTTONS BUTTON, 2-1/4, 0.158	\$ 2.68	US
CARLISLE	VTDS6R	VTDS6R	CLUTCH BUTTONS BUTTON, 2-1/4, 0.168	\$ 2.72	US
CARLISLE	VTJ5	VTJ5	CLUTCH BUTTONS BUTTON, FLAT	\$ 4.47	US
CARLISLE	VTJ7	VTJ7	CLUTCH BUTTONS BUTTON, FLAT	\$ 4.50	US
CARLISLE	VTJ8	VTJ8	CLUTCH BUTTONS BUTTON, FLAT	\$ 5.01	US
CARLISLE	VTJ8.5	VTJ8.5	CLUTCH BUTTONS BUTTON, FLAT	\$ 5.01	US
CARLISLE	VTJB1	VTJB1	CLUTCH BUTTONS BUTTON, FLAT	\$ 11.58	US
CARLISLE	VTJE5	VTJE5	CLUTCH BUTTONS BUTTON, FLAT	\$ 5.00	US
CARLISLE	VTJE7	VTJE7	CLUTCH BUTTONS BUTTON, FLAT	\$ 5.04	US
CARLISLE	VTJE8	VTJE8	CLUTCH BUTTONS BUTTON, FLAT	\$ 5.08	US
CARLISLE	VTL2	VTL2	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.20	US
CARLISLE	VTL4	VTL4	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.28	US
CARLISLE	VTL5	VTL5	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.34	US
CARLISLE	VTL7	VTL7	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.49	US
CARLISLE	VTL8	VTL8	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.55	US
CARLISLE	VTL9	VTL9	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.65	US
CARLISLE	VTLD4	VTLD4	CLUTCH BUTTONS BUTTON, DIAGONAL HOLES	\$ 4.21	US
CARLISLE	VTLD5	VTLD5	CLUTCH BUTTONS BUTTON, DIAGONAL HOLES	\$ 4.25	US
CARLISLE	VTLD5R	VTLD5R	CLUTCH BUTTONS BUTTON, REV DIAGONAL	\$ 4.25	US
CARLISLE	VTLD7	VTLD7	CLUTCH BUTTONS BUTTON, DIAGONAL HOLES	\$ 4.32	US
CARLISLE	VTLD7R	VTLD7R	CLUTCH BUTTONS BUTTON, DIAGONAL HOLES	\$ 4.32	US

CARLISLE	VTLD8	VTLD8	CLUTCH BUTTONS BUTTON, DIAGONAL HOLES	\$ 4.40	US
CARLISLE	VTLD8R	VTLD8R	CLUTCH BUTTONS BUTTON, REV DIAGONAL	\$ 4.40	US
CARLISLE	VT LJ8	VT LJ8	CLUTCH BUTTONS BUTTON, FLAT	\$ 5.30	US
CARLISLE	VT LJ8.5	VT LJ8.5	CLUTCH BUTTONS BUTTON, FLAT	\$ 5.78	US
CARLISLE	VTS1	VTS1	CLUTCH BUTTONS BUTTON, FLAT	\$ 2.91	US
CARLISLE	VTS2	VTS2	CLUTCH BUTTONS BUTTON, FLAT	\$ 2.92	US
CARLISLE	VTS4	VTS4	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.00	US
CARLISLE	VTS5	VTS5	CLUTCH BUTTONS BUTTON, FLAT	\$ 3.08	US
CARLISLE	WPC10792	WPC10792	CORK DISC, OD GEAR (208 TH) Material:...	\$ 225.40	US
CARLISLE	WPC10889	WPC10889	PAPER DISC Material: PAPER; Groove...	\$ 14.36	US
CARLISLE	WPC10891	WPC10891	PAPER DISC Material: PAPER; Groove...	\$ 24.15	US
CARLISLE	WPC10895	WPC10895	PAPER DISC Material: PAPER; Groove...	\$ 31.68	US
CARLISLE	WPC11052UT	WPC11052UT	PAPER DISC, ID GEAR Material: PAPER;...	\$ 971.77	US
CARLISLE	WPC11055	WPC11055	CORK DISC, OD GEAR Material: CORK;...	\$ 964.72	US
CARLISLE	WPC11351	WPC11351	PAPER DISCS CORK DISC, OD GEAR	\$ 276.69	US
CARLISLE	WPC11354	WPC11354	PAPER DISCS PAPER DISC	\$ 151.70	US
CARLISLE	WPC11354UT	WPC11354UT	PAPER DISCS PAPER DISC	\$ 164.73	US
CARLISLE	WPC11357	WPC11357	PAPER DISCS PAPER DISC, ID GEAR	\$ 441.65	US
CARLISLE	WPC11360	WPC11360	PAPER DISCS PAPER DISC, ID GEAR	\$ 142.63	US
CARLISLE	WPC11373	WPC11373	PAPER DISCS PAPER DISC, ID GEAR	\$ 123.89	US
CARLISLE	WPC11376	WPC11376	PAPER DISCS PAPER DISC, ID GEAR	\$ 162.76	US
CARLISLE	WPC11376UT	WPC11376UT	PAPER DISCS PAPER DISC, ID GEAR	\$ 216.36	US
CARLISLE	WPC11383	WPC11383	PAPER DISCS CORK DISC, OD GEAR	\$ 370.08	US
CARLISLE	WPC11386	WPC11386	PAPER DISCS PAPER DISC, ID GEAR	\$ 357.23	US
CARLISLE	WPC11386UT	WPC11386UT	PAPER DISCS PAPER DISC, ID GEAR	\$ 357.24	US
CARLISLE	WPC11388	WPC11388	CORK DISC, OD GEAR CORK DISC, OD GEAR	\$ 276.69	US
CARLISLE	WPC11393	WPC11393	CORK DISC, OD GEAR Material: CORK;...	\$ 434.37	US
CARLISLE	WPC11396	WPC11396	PAPER DISC, ID GEAR Material: PAPER;...	\$ 391.18	US
CARLISLE	WPC11416	WPC11416	DISC, PAPER, ID GEAR DISC, PAPER, ID...	\$ 245.90	US
CARLISLE	WPC11418	WPC11418	PAPER DISCS PAPER DISC, ID GEAR	\$ 72.60	US
CARLISLE	WPC11420	WPC11420	PAPER DISCS PAPER DISC, ID GEAR	\$ 92.34	US
CARLISLE	WPC11580	WPC11580	PAPER DISCS PAPER DISC, ID GEAR	\$ 82.24	US
CARLISLE	WPC11955UT	WPC11955UT	PAPER DISC, ID GEAR Material: PAPER;...	\$ 56.17	US
CARLISLE	WPC12024	WPC12024	PAPER DISCS PAPER DISC	\$ 157.71	IT
CARLISLE	WPC12089	WPC12089	PAPER DISCS PAPER DISC, ID GEAR	\$ 27.88	IT
CARLISLE	WPC12159	WPC12159	PAPER DISC, ID GEAR Material: PAPER;...	\$ 38.86	IT
CARLISLE	WPC12465	WPC12465	PAPER DISC, ID GEAR Material: PAPER;...	\$ 45.63	IT
CARLISLE	WPC12466	WPC12466	PAPER DISC, ID GEAR Material: PAPER;...	\$ 26.04	IT
CARLISLE	WPC12467	WPC12467	PAPER DISC, ID GEAR Material: PAPER;...	\$ 44.32	IT

CARLISLE	WPC12468	WPC12468	PAPER DISC, ID GEAR Material: PAPER;...	\$ 44.11	IT
CARLISLE	WPC12687	WPC12687	PAPER DISCS PAPER DISC, ID GEAR	\$ 327.40	US
CARLISLE	WPC12687UT	WPC12687UT	PAPER DISCS PAPER DISC, ID GEAR	\$ 294.06	US
CARLISLE	WPC12688	WPC12688	PAPER DISC, ID GEAR PAPER DISC, ID GEAR	\$ 227.10	US
CARLISLE	WPC12688UT	WPC12688UT	PAPER DISCS PAPER DISC, ID GEAR	\$ 223.15	US
CARLISLE	WPC12926	WPC12926	PAPER DISC, ID GEAR Material: PAPER;...	\$ 14.09	US
CARLISLE	WPC13169	WPC13169	PAPER DISCS PAPER DISC, ID GEAR	\$ 38.69	IT
CARLISLE	WPC13224UT	WPC13224UT	PAPER DISCS PAPER DISC, ID GEAR	\$ 459.70	US
CARLISLE	WPC13587UT	WPC13587UT	PAPER DISCS PAPER DISC, ID GEAR	\$ 1,032.18	US
CARLISLE	WPC13589	WPC13589	PAPER DISCS DAMPER DISC, OD GEAR	\$ 1,251.73	US
CARLISLE	WPC13746	WPC13746	PAPER DISCS PAPER DISC, ID GEAR	\$ 216.36	US
CARLISLE	WPC13905	WPC13905	PAPER DISCS CORK DISC, OD GEAR	\$ 828.24	US
CARLISLE	WPC15630UT	WPC15630UT	PAPER DISCS DISC, PAPER, ID GEAR	\$ 658.88	US
CARLISLE	WPC6797	WPC6797	PAPER DISCS PAPER DISC, ID GEAR	\$ 46.73	IT
CARLISLE	WPC7768	WPC7768	PAPER DISC Material: PAPER; Groove...	\$ 238.60	US
CARLISLE	WPC7774	WPC7774	PAPER DISC Material: PAPER; Groove...	\$ 181.66	US
CARLISLE	WPC7881	WPC7881	PAPER DISC Material: PAPER; Groove...	\$ 25.90	US
CARLISLE	WPC7899	WPC7899	PAPER DISC Material: PAPER; Groove...	\$ 205.58	US
CARLISLE	WPC7947	WPC7947	PAPER DISC Material: PAPER; Groove...	\$ 123.35	US
CARLISLE	WPC8272	WPC8272	CORK DISC, OD GEAR Material: CORK;...	\$ 277.58	US
CARLISLE	WPC8293	WPC8293	PAPER DISC, ID GEAR Material: PAPER;...	\$ 29.02	IT
CARLISLE	WPC8973	WPC8973	CORK DISC, OD (226 TH) Material:...	\$ 334.57	US
CARLISLE	WPC9504	WPC9504	PAPER DISCS PAPER DISC	\$ 89.71	US
CARLISLE	WPC9510A	WPC9510A	PAPER DISCS PAPER DISC, ID GEAR	\$ 81.68	US
CARLISLE	WPC9511	WPC9511	PAPER DISCS PAPER DISC, ID GEAR	\$ 55.37	US
CARLISLE	WPC9515	WPC9515	PAPER DISCS PAPER DISC, ID GEAR	\$ 75.78	US
CARLISLE	WPC9519	WPC9519	PAPER DISCS PAPER DISC, ID GEAR	\$ 44.71	US
CARLISLE	WPC9528	WPC9528	PAPER DISCS PAPER DISC, ID GEAR	\$ 23.43	US
CARLISLE	WPC9531	WPC9531	PAPER DISCS PAPER DISC, ID GEAR	\$ 56.56	IT
CARLISLE	WPC9600S	WPC9600S	PAPER DISC, ID GEAR PAPER DISC, ID GEAR	\$ 174.43	US
CARLISLE	WPC9600UT	WPC9600UT	PAPER DISCS PAPER DISC	\$ 276.47	US
CARLISLE	WPC9616	WPC9616	PAPER DISCS PAPER DISC, ID GEAR	\$ 119.56	US
CARLISLE	WPC9616UT	WPC9616UT	PAPER DISCS PAPER DISC, ID GEAR	\$ 137.49	US
CARLISLE	WPC9620	WPC9620	PAPER DISCS CORK DISC, OD GEAR	\$ 174.72	US
CARLISLE	WPC9650	WPC9650	PAPER DISCS PAPER DISC, ID GEAR	\$ 18.59	IT
CARLISLE	WPD0052K	WPD0052K	ON-HWY BRAKE PADS FMSI D52 F1 FLEET	\$ 62.24	US
CARLISLE	WPD0120K	WPD0120K	ON-HWY BRAKE PADS FMSI D120 F1 FLEET	\$ 84.53	US
CARLISLE	WPD0149K	WPD0149K	ON-HWY BRAKE PADS FMSI D149 F1 FLEET	\$ 78.69	US
CARLISLE	WPD0149T	WPD0149T	ON-HWY BRAKE PADS FMSI D149 F3 FLEET	\$ 84.05	US

CARLISLE	WPD0153K	WPD0153K	ON-HWY BRAKE PADS FMSI D153 F1 FLEET	\$ 96.57	US
CARLISLE	WPD0154K	WPD0154K	ON-HWY BRAKE PADS FMSI D154 F1 FLEET	\$ 70.33	US
CARLISLE	WPD0184T	WPD0184T	ON-HWY BRAKE PADS FMSI D184 F3 FLEET	\$ 138.70	US
CARLISLE	WPD0224T	WPD0224T	ON-HWY BRAKE PADS FMSI D224 F3 FLEET	\$ 138.70	US
CARLISLE	WPD0225T	WPD0225T	ON-HWY BRAKE PADS FMSI D225 F3 FLEET	\$ 140.39	US
CARLISLE	WPD0236T	WPD0236T	ON-HWY BRAKE PADS FMSI D236 F3 FLEET	\$ 150.54	US
CARLISLE	WPD0333K	WPD0333K	ON-HWY BRAKE PADS FMSI D333 F1 FLEET	\$ 84.34	MX
CARLISLE	WPD0369K	WPD0369K	ON-HWY BRAKE PADS FMSI D369 F1 FLEET	\$ 78.49	US
CARLISLE	WPD0369T	WPD0369T	ON-HWY BRAKE PADS FMSI D369 F3 FLEET	\$ 80.83	US
CARLISLE	WPD0370K	WPD0370K	ON-HWY BRAKE PADS FMSI D370 F1 FLEET	\$ 75.76	US
CARLISLE	WPD0411T	WPD0411T	ON-HWY BRAKE PADS FMSI D411 F3 FLEET	\$ 165.59	US
CARLISLE	WPD0438K	WPD0438K	ON-HWY BRAKE PADS FMSI D438 F1 FLEET	\$ 53.17	MX
CARLISLE	WPD0450K	WPD0450K	ON-HWY BRAKE PADS FMSI D450 F1 FLEET	\$ 100.54	US
CARLISLE	WPD0459K	WPD0459K	ON-HWY BRAKE PADS FMSI D459 F1 FLEET	\$ 76.46	US
CARLISLE	WPD0459T	WPD0459T	ON-HWY BRAKE PADS FMSI D459 F3 FLEET	\$ 86.24	US
CARLISLE	WPD0546T	WPD0546T	ON-HWY BRAKE PADS FMSI D546 F3 FLEET	\$ 167.46	US
CARLISLE	WPD0652K	WPD0652K	ON-HWY BRAKE PADS FMSI D652 F1 FLEET	\$ 79.95	US
CARLISLE	WPD0655K	WPD0655K	ON-HWY BRAKE PADS FMSI D655 F1 FLEET	\$ 88.73	US
CARLISLE	WPD0655T	WPD0655T	ON-HWY BRAKE PADS FMSI D655 F3 FLEET	\$ 96.57	US
CARLISLE	WPD0679T	WPD0679T	ON-HWY BRAKE PADS FMSI D679 F3 FLEET	\$ 108.72	US
CARLISLE	WPD0702K	WPD0702K	ON-HWY BRAKE PADS FMSI D702 F1 FLEET	\$ 95.48	US
CARLISLE	WPD0729K	WPD0729K	ON-HWY BRAKE PADS FMSI D729 F1 FLEET	\$ 82.74	US
CARLISLE	WPD0756K	WPD0756K	ON-HWY BRAKE PADS FMSI D756 F1 FLEET	\$ 105.20	US
CARLISLE	WPD0756T	WPD0756T	ON-HWY BRAKE PADS FMSI D756 F3 FLEET	\$ 108.57	US
CARLISLE	WPD0757K	WPD0757K	ON-HWY BRAKE PADS FMSI D757 F1 FLEET	\$ 90.36	US
CARLISLE	WPD0769T	WPD0769T	ON-HWY BRAKE PADS FMSI D769 F3 FLEET	\$ 183.25	US
CARLISLE	WPD0777T	WPD0777T	ON-HWY BRAKE PADS FMSI D777 F3 FLEET	\$ 111.09	US
CARLISLE	WPD0784K	WPD0784K	ON-HWY BRAKE PADS FMSI D784 F1 FLEET	\$ 110.79	US
CARLISLE	WPD0785K	WPD0785K	ON-HWY BRAKE PADS FMSI D785 F1 FLEET	\$ 105.56	US
CARLISLE	WPD0786AT	WPD0786AT	ON-HWY BRAKE PADS FMSI D786A F3 FLEET	\$ 160.01	US
CARLISLE	WPD0786T	WPD0786T	ON-HWY BRAKE PADS FMSI D786 F3 FLEET	\$ 163.40	US
CARLISLE	WPD0802K	WPD0802K	ON-HWY BRAKE PADS FMSI D802 F1 FLEET	\$ 100.14	US
CARLISLE	WPD0802T	WPD0802T	ON-HWY BRAKE PADS FMSI D802 F3 FLEET	\$ 104.87	US
CARLISLE	WPD0825T	WPD0825T	ON-HWY BRAKE PADS FMSI D825 F3 FLEET	\$ 125.55	US
CARLISLE	WPD0827K	WPD0827K	ON-HWY BRAKE PADS FMSI D827 F1 FLEET	\$ 182.64	US
CARLISLE	WPD0858K	WPD0858K	ON-HWY BRAKE PADS FMSI D858 F1 FLEET	\$ 81.32	MX
CARLISLE	WPD0909K	WPD0909K	ON-HWY BRAKE PADS FMSI D909 F1 FLEET	\$ 131.59	US
CARLISLE	WPD0949TA	WPD0949TA	ON-HWY BRAKE PADS FMSI D949 F3 FLEET...	\$ 118.86	US
CARLISLE	WPD0965K	WPD0965K	ON-HWY BRAKE PADS FMSI D965 F1 FLEET	\$ 99.53	US

CARLISLE	WPD0967K	WPD0967K	ON-HWY BRAKE PADS FMSI D967 F1 FLEET	\$ 97.58	US
CARLISLE	WPD0989K	WPD0989K	ON-HWY BRAKE PADS FMSI D989 F1 FLEET	\$ 104.09	US
CARLISLE	WPD1006T	WPD1006T	ON-HWY BRAKE PADS FMSI D1006 F3 FLEET	\$ 118.71	US
CARLISLE	WPD1006TA	WPD1006TA	ON-HWY BRAKE PADS FMSI D1006 F3 FLEET...	\$ 124.39	US
CARLISLE	WPD1010K	WPD1010K	ON-HWY BRAKE PADS FMSI D1010 F1 FLEET	\$ 107.41	MX
CARLISLE	WPD1011K	WPD1011K	ON-HWY BRAKE PADS FMSI D1011 F1 FLEET	\$ 98.94	US
CARLISLE	WPD1012K	WPD1012K	ON-HWY BRAKE PADS FMSI D1012 F1 FLEET	\$ 91.47	US
CARLISLE	WPD1027T	WPD1027T	ON-HWY BRAKE PADS FMSI D1027...	\$ 124.05	US
CARLISLE	WPD1058K	WPD1058K	ON-HWY BRAKE PADS FMSI D1058 F1 FLEET	\$ 98.33	US
CARLISLE	WPD1062K	WPD1062K	ON-HWY BRAKE PADS FMSI D1062 F1 FLEET	\$ 121.97	MX
CARLISLE	WPD1066T	WPD1066T	ON-HWY BRAKE PADS FMSI D1066 F3 FLEET	\$ 130.93	US
CARLISLE	WPD1067T	WPD1067T	ON-HWY BRAKE PADS FMSI D1067 F3 FLEET	\$ 86.15	US
CARLISLE	WPD1068K	WPD1068K	ON-HWY BRAKE PADS FMSI D1068 F1 FLEET	\$ 106.26	US
CARLISLE	WPD1136T	WPD1136T	ON-HWY BRAKE PADS FMSI D1136 F3 FLEET	\$ 107.50	US
CARLISLE	WPD1169K	WPD1169K	ON-HWY BRAKE PADS FMSI D1169 F1 FLEET	\$ 120.13	MX
CARLISLE	WPD1194K	WPD1194K	ON-HWY BRAKE PADS FMSI D1194 F1 FLEET	\$ 113.73	US
CARLISLE	WPD1268T	WPD1268T	ON-HWY BRAKE PADS FMSI D1268 F3 FLEET	\$ 120.61	US
CARLISLE	WPD1268TA	WPD1268TA	ON-HWY BRAKE PADS FMSI D1268 F3 FLEET...	\$ 131.93	US
CARLISLE	WPD1278K	WPD1278K	ON-HWY BRAKE PADS FMSI D1278 F1 FLEET	\$ 164.12	US
CARLISLE	WPD1279K	WPD1279K	ON-HWY BRAKE PADS FMSI D1279 F1 FLEET...	\$ 118.66	US
CARLISLE	WPD1293K	WPD1293K	ON-HWY BRAKE PADS FMSI D1293 F1 FLEET	\$ 91.67	US
CARLISLE	WPD1316T	WPD1316T	ON-HWY BRAKE PADS FMSI D1316 DODGE 2500	\$ 123.03	US
CARLISLE	WPD1316TA	WPD1316TA	ON-HWY BRAKE PADS FMSI D1316 F3 FLEET...	\$ 135.45	US
CARLISLE	WPD1317T	WPD1317T	ON-HWY BRAKE PADS FMSI D1317 DODGE 2500	\$ 112.18	US
CARLISLE	WPD1317TA	WPD1317TA	ON-HWY BRAKE PADS FMSI D1317 F3 FLEET...	\$ 122.66	US
CARLISLE	WPD1318T	WPD1318T	ON-HWY BRAKE PADS FMSI D1318 DODGE 3500	\$ 112.37	US
CARLISLE	WPD1318TA	WPD1318TA	ON-HWY BRAKE PADS FMSI D1318 F3 FLEET...	\$ 122.72	US
CARLISLE	WPD1326K	WPD1326K	ON-HWY BRAKE PADS FMSI D1326 F1 FLEET	\$ 87.23	MX
CARLISLE	WPD1327K	WPD1327K	ON-HWY BRAKE PADS FMSI D1327 F1 FLEET	\$ 100.54	US
CARLISLE	WPD1328K	WPD1328K	ON-HWY BRAKE PADS FMSI D1328 FORD SD	\$ 118.13	US
CARLISLE	WPD1329K	WPD1329K	ON-HWY BRAKE PADS FMSI D1329 FORD SD	\$ 100.54	US
CARLISLE	WPD1329T	WPD1329T	ON-HWY BRAKE PADS FMSI D1329 FORD SD	\$ 108.88	US
CARLISLE	WPD1330K	WPD1330K	ON-HWY BRAKE PADS FMSI D1330 FORD SD	\$ 117.13	US
CARLISLE	WPD1330T	WPD1330T	ON-HWY BRAKE PADS FMSI D1330 FORD SD	\$ 117.36	US
CARLISLE	WPD1333K	WPD1333K	ON-HWY BRAKE PADS FMSI D1333 F1 FLEET	\$ 125.67	US
CARLISLE	WPD1333T	WPD1333T	ON-HWY BRAKE PADS FMSI D1333 F3 FLEET	\$ 129.93	US
CARLISLE	WPD1334K	WPD1334K	ON-HWY BRAKE PADS FMSI D1334 F1 FLEET	\$ 102.02	US
CARLISLE	WPD1335T	WPD1335T	ON-HWY BRAKE PADS FMSI D1335 F3 FLEET	\$ 163.49	US
CARLISLE	WPD1363K	WPD1363K	ON-HWY BRAKE PADS FMSI D1363 F1 FLEET	\$ 112.92	US

CARLISLE	WPD1377K	WPD1377K	ON-HWY BRAKE PADS FMSI D1377 F1 FLEET	\$ 83.88	US
CARLISLE	WPD1392K	WPD1392K	ON-HWY BRAKE PADS FMSI D1392 F1 FLEET	\$ 102.52	US
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CARLISLE	WPD1400T	WPD1400T	ON-HWY BRAKE PADS FMSI D1400 F3 FLEET	\$ 157.43	US
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CARLISLE	Z543276X24	Z543276X24	DRUM BRAKES CHAMBER BRK ASSY	\$ 1,452.00	US
CARLISLE	Z573276T20	Z573276T20	DRUM BRAKES CHAMBER BRK ASSY	\$ 927.09	US
CARLISLE	Z573276X24	Z573276X24	DRUM BRAKES CHAMBER BRK ASSY	\$ 932.34	US

Contract Clause Document

for

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52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—
- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled—
- (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
(FEB 1997)**

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-3 CONVICT LABOR (JUN 2003)

- (a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.
- (b) The Contractor is not prohibited from employing persons—
- (1) On parole or probation to work at paid employment during the term of their sentence;
 - (2) Who have been pardoned or who have served their terms; or
 - (3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—
 - (i) The worker is paid or is in an approved work training program on a voluntary basis;
 - (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
 - (iii) Such paid employment will not result in the displacement of employed workers, or be

applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the Contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "*Operation of a system of records*," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "*Record*," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "*System of records on individuals*," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated—

- (a) Elsewhere in this contract or agreement; or
- (b) In individual orders placed under this contract or agreement.

52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either—

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at anytime are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2), or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and

pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards

to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either —

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if —

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.247-32 F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)

(a) The term "f.o.b. origin, freight prepaid," as used in this clause, means—

(1) Free of expense to the Government delivered—

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at ship-side, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) The cost of transportation, ultimately the Government's obligation, is prepaid by the Contractor to the point specified in the contract.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods—

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing or marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Prepare a bill of lading or other transportation receipt. The bill of lading shall show—

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for bills of lading; e.g., "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier;

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency; and

(7) Prepay all freight charges to the extent specified in the contract.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which these supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense to the container yard in the same or nearest city where seavan container service is available.

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means—

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

- (1) (i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

**52.247-38 F.O.B. INLAND CARRIER, POINT OF EXPORTATION
(FEB 2006)**

(a) The term "f.o.b. inland carrier, point of exportation," as used in this clause, means free of expense to the Government, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall—

- (1) (i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;
- (2) Prepare and distribute commercial bills of lading or other transportation receipt;
- (3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and
- (ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and
- (5) At the Government's request and expense, assist in obtaining the documents required for (i) exportation or (ii) importation at destination.

**52.247-39 F.O.B. INLAND POINT, COUNTRY OF IMPORTATION
(APR 1984)**

(a) The term "f.o.b. inland point, country of importation," as used in this clause, means free of expense to the Government, on board the indicated type of conveyance of the carrier, delivered to the specified inland point where the consignee's facility is located.

(b) The Contractor shall—

- (1) (i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;
- (2) (i) Deliver, in or on the inland carrier's conveyance, the shipment in good order and condition to the specified inland point where the consignee's facility is located; and
- (ii) Pay and bear all applicable charges incurred up to the point of delivery, including transportation costs; export, import, or other fees or taxes; costs of landing; wharfage costs; customs duties and costs of certificates of origin; consular invoices; and other documents that may be required for importation; and
- (3) Be responsible for any loss of and/or damage to the goods until their arrival on or in the carrier's conveyance at the specified inland point.

**52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT—SMALL
PACKAGE SHIPMENTS (JAN 1991)**

- (a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.
- (b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled "Commercial Bill of Lading Notations."
- (c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.
- (d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.
- (e) Loss and damage claims will be processed by the Government.

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."

552.211-73 MARKING (FEB 1996)

- (a) *General requirements.* Interior packages, if any, and exterior shipping containers shall be marked as

specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards.

(1) *Deliveries to civilian activities.* Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) *Deliveries to military activities.* Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.

(b) *Improperly marked material.* When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor to perform the required marking, by contract or otherwise, and charge the Contractor, therefor at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

552.211-77 PACKING LIST (FEB 1996) (ALTERNATE I – MAY 2003)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of consignor; (2) Name and complete address of consignee; (3) Ordering activity order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by Ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number; and (2) the term "Credit Card."

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.

**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.

552.229-70 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

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.

**552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT
(SEP 1999)**

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

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.

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, To be determined at the task order level days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

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/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far/>.

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (JUN 2020)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)	Clause
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND	Clause

**Contract Clauses for Solicitation 47QSM20R0001 Refresh Number 19
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	CERTIFICATIONS (DEC 2014)	
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	Clause
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (NOV 2021) (ALTERNATE IV - OCT 2010)	Clause
52.216-18	ORDERING (AUG 2020)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995)	Clause
52.216-22	INDEFINITE QUANTITY (OCT 1995)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-29	NOTIFICATION OF VISA DENIAL (APR 2015)	Clause
52.222-49	SERVICE CONTRACT LABOR STANDARDS - PLACE OF PERFORMANCE UNKNOWN (MAY 2014)	Clause
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	Clause
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)	Clause
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR	Clause

**Contract Clauses for Solicitation 47QSM20R0001 Refresh Number 19
47QMCA18D0006****Contract Number:**

	1984)	
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.224-3	PRIVACY TRAINING (JAN 2017)	Clause
52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014)	Clause
52.232-17	INTEREST (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (MAY 2014)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)	Clause
52.245-1	GOVERNMENT PROPERTY (SEP 2021)	Clause
52.245-9	USE AND CHARGES (APR 2012)	Clause
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)	Clause
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991)	Clause
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause

552.211-89	NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)	Clause
552.229-71	FEDERAL EXCISE TAX - C GOVERNMENT (SEP 1999)	Clause
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2021) (DEVIATION FAR 52.252-6)	Clause

52.217-8 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 by written notice to the Contractor within 30 calendar days before the contract expiration date..

**52.247-38 F.o.b. Inland Carrier, Point of Exportation (FEB 2006)
(DEVIATION – FEB 2007)**

(a) The term “f.o.b. inland carrier, point of exportation,” as used in this clause, means free of expense to the ordering activity, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) Prepare and distribute commercial bills of lading or other transportation receipt;

(3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and

(ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and

(5) At the ordering activity’s request and expense, assist in obtaining the documents required for—

(i) Exportation; or

(ii) Importation at destination.

**52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996)
(DEVIATION - MAY 2003)**

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and

material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the ordering activity covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the ordering activity during contract performance and for as long afterwards as the contract requires.

(c) The ordering activity has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The ordering activity shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the ordering activity performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the ordering activity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the ordering activity may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the ordering activity may--

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the ordering activity that is directly related to the performance of such service; or

(2) Terminate the contract for default.

**552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE
AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I –
SEP 1999)**

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

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

(1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/price list that was used as the basis for the contract award.

(2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).

(3) Increases are requested before the last 60 days of the contract period.

(4) At least 30 days elapse between requested increases.

(c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(d) The following material shall be submitted with the request for a price increase:

(1) A copy of the commercial catalog/price list showing the price increase and the effective date for commercial customers.

(2) Commercial Sales Practices Format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/price list, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Documentation supporting the reasonableness of the price increase.

(e) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation clause of this contract, when the increase requested is not supported.

(f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70

The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.216-70 Deviation II.

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause#

Postconsumer 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 a part of the broader category of "recovered material."

Recovered material 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.

(b) The Contractor, on completion of this contract, shall#

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to X.

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.

52.217-9 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 To be determined at the task order level; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least To be determined at the task order level days 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 To be determined at the task order level (months) (years).

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be —

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

- (2) Provided by the Federal contracting agency if requested;
 - (3) Downloaded from the Office of Labor- Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or
 - (4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.
- (c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.
- (d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.
- (e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.
- (f) *Subcontracts.*
- (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.
 - (2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.
 - (3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.
 - (4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
- (1) When no longer needed for contract performance.
 - (2) Upon completion of the Contractor employee's employment.
 - (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

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

Postconsumer fiber means—

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

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

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) ([42 U.S.C. 11001-11050](#)), and the Pollution Prevention Act of 1990 (PPA) ([42 U.S.C. 13101-13109](#)).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of Section 302 of EPCRA.
- (2) The emergency notice requirements of Section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.
- (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

(6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

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

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act ([42 U.S.C. 6962](#), et seq.) and implementing regulations (40 CFR part 247).

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

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

“*Driving*” —

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“*Text messaging*” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor should —

(1) Adopt and enforce policies that ban text messaging while driving —

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing

any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as –

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR [52.245-1](#), Government Property, apply to all property acquired under such authorization.

52.245-9 USE AND CHARGES (APR 2012)

(a) *Definitions*. Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

“Rental period” means the calendar period during which Government property is made available for nongovernmental purposes.

“Rental time” means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) *Use of Government property*. The Contractor may use the Government property without charge in the performance of —

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract —

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) *Rental*. If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor’s right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) *Other Government property.* The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) *Alternative methodology.* The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) *Use revocation.* At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use.* The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless –

(1) The product cannot be acquired –

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall –

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than –

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than TBD [*insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor —

(1) Any order for a single item in excess of See SIN Specific Information [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of See SIN Specific Information [*insert dollar figure or quantity*]; or

(3) A series of orders from the same ordering office within TBD days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within TBD days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

Note: Regulation 52.216-19

"Due to a system limitation, a Maximum Order value of \$250,000 has been identified for the Order-Level Materials SIN. However, as Order-Level Materials are only acquired in direct support of an individual task or delivery order, the contractor's right to decline an order as outlined in FAR 52.216-19 Order Limitations paragraph (b) Maximum Order shall be based on the SINs that are the primary basis or purpose of the order, not the Maximum Order value associated with the Order-Level Materials SIN.

Additionally, Ordering agencies are reminded that the Maximum Order value identified for a Schedule SIN does not limit the value of an individual task or delivery order. Ordering limitations and procedures applicable to task or delivery orders inclusive of Order-Level Materials are outlined in GSAR 552.238-115, Special Ordering Procedures for the Acquisition of Order-Level Materials."

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who Are Blind or Severely Disabled (the Committee) under the [41 U.S.C. 8504](#). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind
1310 Braddock Place
Alexandria, VA 22314-1691
(703) 310-0500

(2) NISH
8401 Old Courthouse Road
Vienna, VA 22182
(571) 226-4660

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

This Statement is for Information Only: It Is Not a Wage Determination

Employee Class	Monetary Wage – Fringe Benefits
To be determined at the task order level	To be determined at the task order level
To be determined at the task order level	To be determined at the task order level
To be determined at the task order level	To be determined at the task order level

52.222-49 SERVICE CONTRACT LABOR STANDARDS — PLACE OF PERFORMANCE UNKNOWN (MAY 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: To be determined at the task order level (*insert places or areas*). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by To be determined at the task order level (*insert time and date*).

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

**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)**

- (a) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations.
- (b) The services shall be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
- (1) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
- (2) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.
- (c) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract shall be the same as that used for these employees and for equivalent employees servicing the same equipment of commercial customers.
- (d) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine the applicability of this exemption to any subcontract on or before subcontract award. In making a judgment that the exemption applies, the Contractor shall consider all factors and make an affirmative determination that all of the conditions in paragraphs (a) through (c) of this clause will be met.
- (e) If the Department of Labor determines that any conditions for exemption in paragraphs (a) through (c) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures at 29 CFR 4.123(e)(1)(iv) and 29 CFR 4.5(c) will be followed.
- (f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for exempt services under this contract.

**52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE
CONTRACT LABOR STANDARDS TO CONTRACTS FOR
CERTAIN SERVICES--REQUIREMENTS (MAY 2014)**

- (a) The services under this contract are offered and sold regularly to non-Governmental customers, and are provided by the Contractor to the general public in substantial quantities in the course of normal business operations.
- (b) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.
- (c) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an

annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract.

(d) The Contractor uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for these employees and for equivalent employees servicing commercial customers.

(e) (1) Except for services identified in FAR 22.1003-4(d)(1)(iv), the subcontractor for exempt services shall be selected for award based on other factors in addition to price or cost with the combination of other factors at least as important as price or cost; or

(2) A subcontract for exempt services shall be awarded on a sole source basis.

(f) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine in advance, based on the nature of the subcontract requirements and knowledge of the practices of likely subcontractors, that all or nearly all likely subcontractors will meet the conditions in paragraphs (a) through (d) of this clause. If the services are currently being performed under a subcontract, the Contractor shall consider the practices of the existing subcontractor in making a determination regarding the conditions in paragraphs (a) through (d) of this clause. If the Contractor has reason to doubt the validity of the certification, the requirements of the Service Contract Labor Standards statute shall be included in the subcontract.

(g) If the Department of Labor determines that any conditions for exemption at paragraphs (a) through (e) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures in at 29 CFR 4.123(e)(2)(iii) and 29 CFR 4.5(c) will be followed.

(h) The Contractor shall include the substance of this clause, including this paragraph (h), in subcontracts for exempt services under this contract.

52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)

(a) *Definitions.* As used in this clause –

“Computer database” or “database” means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software” –

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The

term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See [41 U.S.C. 116](#)).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright--

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of [17 U.S.C. 401 or 402](#), and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor--

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the

performance of this contract, except--

- (1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);
- (2) As expressly set forth in this contract; or
- (3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g) (3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to [41 U.S.C. 4703](#), the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may--

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall--

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

52.232-17 INTEREST (MAY 2014) (DEVIATION – MAY 2003)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the ordering activity under this contract (net of any applicable tax credit under the Internal

Revenue Code (26 U.S.C. 1481)) 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 paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the ordering activity transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-36 PAYMENT BY THIRD PARTY (MAY 2014)

(a) *General.*

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at <http://fms.treas.gov/debt/index.html>. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.

(b) *Contractor payment request.*

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) *Payment.* The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the

third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation.* Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 ([31 U.S.C. 3727](#), [41 U.S.C. 6305](#)).

(f) *Other payment terms.* The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

52.233-1 DISPUTES (MAY 2014)

(a) This contract is subject to [41 U.S.C chapter 71](#), Contract Disputes.

(b) Except as provided in [41 U.S.C chapter 71](#), all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under [41 U.S.C chapter 71](#) until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under [41 U.S.C chapter 71](#). The submission may be converted to a claim under [41 U.S.C chapter 71](#), by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the

Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in [41 U.S.C chapter 71](#).

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE (OCT 2014)

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

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent (SEE CLAUSE NOTE%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.238-81, Modifications (Federal Supply Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

Note: Regulation I-FSS-969

The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause I-FSS-969 Alternate II.

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

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

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015)

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

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) *Requirement to notify.*

(1) It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, sexual orientation, gender identity, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60-1.10).

(2) The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW., Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, sexual orientation, gender identity, or national origin of the employee or potential employee.

**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.

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2014)

(a) *Definitions.* As used in this clause –

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned –

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at [9.108-2](#).

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

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.

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

I-FSS-969 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE (OCT 2014) (ALTERNATE II – JUL 2016)

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

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) **Adjustments based on escalation rates negotiated prior to contract award.** Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) **Adjustments based on an agreed-upon market indicator prior to award.** The market indicator, as used in this clause, means the originally released public index, public survey or other public-based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent (SEE CLAUSE NOTE%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

- (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;
- (2) Negotiate more favorable prices when the total increase requested is not supported; or,
- (3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: The increased contract prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation I-FSS-969

The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

**552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE
AWARD SCHEDULE CONTRACTS (SEP 1999) (DEVIATION II –
JUL 2016)**

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

- (a) Contractors may submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
 - (1) No more than three increases will be considered during each succeeding 12-month period of the contract. For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b).
 - (2) Increases are requested before the last 60 days of the contract period.
 - (3) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) Documentation supporting the reasonableness of the price increase shall be submitted with the request for a price increase.
- (e) The Government reserves the right to exercise one of the following options:

- (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
- (2) Negotiate smaller increases when the total increase requested is not supported; or,
- (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.
- (f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70

The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.211-89 NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)

(a) *Definitions:*

IPPC Country: Countries of the European Union (EU) or any other country endorsing the International Plant Protection Convention (IPPC) "Guidelines for Regulating Wood Packaging Material in International Trade," approved March 15, 2002. A listing of countries participating in the IPPC is found at http://www.aphis.usda.gov/import_export/plants/plants_exports/wpm/country/index.shtml

Non-Manufactured wood, is also called solid wood and defined as wood packing other than that comprised wholly of wood-based products such as plywood, particle board, oriented strand board, veneer, wood wool, and similar materials, which has been created using glue, heat and pressure or a combination thereof.

Packaged material, and Solid Wood Packing Material (SWPM), for purposes of this clause, is defined as each separate and distinct material that by itself or in combination with other materials forms the container providing a means of protecting and handling a product. This includes, but is not limited to, pallets, dunnage, crating, packing blocks, drums, load boards, pallet collars, and skids.

(b) Non-manufactured wood pallets and other non-manufactured wood packaging material used to pack items for delivery to or through IPPC countries must be marked and properly treated in accordance with IPPC guidelines.

(c) This requirement applies whether the shipment is direct to the end user or through a Government designated consolidation point. Packaging that does not conform to IPPC guidelines will be refused entry, destroyed or treated prior to entry.

(d) For Department of Defense distribution facilities or freight consolidation points, all non-manufactured wood pallets or packaging material with a probability of entering countries endorsing the IPPC Guidelines must be treated and marked in accordance with DLA 47.305-1 (available at <http://farsite.hill.af.mil/archive/Dlad/Rev5/PART47.htm>), and MIL-STD-2073-1, Standard Practice for Military Packaging (and any future revision).

(e) Pallets and packing material shipped to FAS distribution facilities designated for possible delivery

to the countries endorsing the IPPC Guidelines will comply with DLAD 47.305-1, and MIL-STD-2073-1.

(f) Delays in delivery caused by non-complying pallets or wood package material will not be considered as beyond the control of the Contractor. Any applicable Government expense incurred as a result of the Contractor's failure to provide appropriate pallets or package material shall be reimbursed by the Contractor. Expenses may include the applicable cost for repackaging, handling and return shipping, or the destruction of solid wood packaging material.

52.224-3 PRIVACY TRAINING (JAN 2017)

(a) *Definition.* As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (*See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource*).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who—

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c) (1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover —

(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will—

- (1) Have access to a system of records;
- (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or
- (3) Design, develop, maintain, or operate a system of records.

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

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

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Untimely payment means a payment that is more than 90 days past due under the terms and conditions of a subcontract, for supplies and services for which the Government has paid the prime contractor.

(b) *Notice.* The Contractor shall notify the Contracting Officer, in writing, not later than 14 days after —

- (1) A small business subcontractor was entitled to payment under the terms and conditions of the subcontract; and
- (2) The Contractor —
 - (i) Made a reduced or untimely payment to the small business subcontractor; or
 - (ii) Failed to make a payment, which is now untimely.

(c) *Content of notice.* The Contractor shall include the reason(s) for making the reduced or untimely payment in any notice required under paragraph (b) of this clause.

52.222-26 EQUAL OPPORTUNITY (SEP 2016)

(a) *Definition.* As used in this clause.

“Compensation” means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

“Compensation information” means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor’s profit or productivity; the availability of employees with like skills in the marketplace; market research about the

worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

“Essential job functions” means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if —

- (1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or
- (2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

“Gender identity” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

“Sexual orientation” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

“United States,” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

- (b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).
- (c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to —
 - (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion;
 - (iv) Transfer;
 - (v) Recruitment or recruitment advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for

employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) (i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by —

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)

(a) Definition.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1–September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f) (1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

- (i) Subcontract number (including subcontractor name and unique entity identifier), and
- (ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)

(a) *Definitions.* As used in this clause –

Contractor when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor.

(b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by [41 U.S.C. 6702](#), as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.* (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

- (2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit [Standard Form \(SF\) 1444](#), Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage

determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraphs (b)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under the contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to Furnish Fringe Benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum Wage.* In the absence of a minimum wage attachment for this contract, neither the

Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor Contracts.* If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of [41 U.S.C. 6703](#) and of this contract.

(h) *Safe and Sanitary Working Conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of the service employee. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records.* (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute —

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages

paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor will permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay Periods.* The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of Payments and Termination of Contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective Bargaining Agreements Applicable to Service Employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to

service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority List.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime Contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Ruling and Interpretations.* Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's Certification.* (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under [41 U.S.C. 6706](#).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under [41 U.S.C. 6706](#).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, Tolerances, and Exemptions Involving Employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to [41 U.S.C. 6707](#) prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by [41 U.S.C. 6703\(1\)](#) without diminishing any fringe benefits or cash payments in lieu thereof required under [41 U.S.C. 6703\(2\)](#), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or

if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips.* An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by [41 U.S.C. 6703\(1\)](#), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision —

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit;
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of [41 U.S.C. 6707\(c\)](#).

(t) *Disputes Concerning Labor Standards.* The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Note: Regulation 52.222-41

NOTE: This clause does not apply to the following 5 subcategories under Large Category C - Furniture and Furnishings: Office Furniture; Healthcare Furniture; Household, Dormitory & Quarters Furniture; Packaged Furniture; Miscellaneous Furniture.

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Labor Standards statute, ([41 U.S.C. chapter 67](#)), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply

to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, ([29 U.S.C. 206](#)) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increase or decrease wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment in its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired#

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Definitions. As used in this provision —

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM)” means that —

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

- (b) (1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.
- (c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

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

“*Electronic Funds Transfer (EFT) indicator*” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart [32.11](#)) for the same entity.

“*Registered in the System for Award Management (SAM)*” means that —

- (1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)), into SAM;
- (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

“*System for Award Management (SAM)*” means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

- (1) Data collected from prospective Federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR [subpart 4.12](#); and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

“*Unique entity identifier*” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204–7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d) (1) (i) If a Contractor has legally changed its business name or *doing business* as name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart [42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to —

(A) Change the name in SAM;

(B) Comply with the requirements of subpart [42.12](#) of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart [32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111–212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments —

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by —

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for —

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209–9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111–212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.232-33 PAYMENT BY ELECTRONIC FUNDS

TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the

rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to [Subpart 32.8](#), is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

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.

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.

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.

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>.

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.

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.

552.238-112 DEFINITION (FEDERAL SUPPLY SCHEDULES) - NON-FEDERAL ENTITY (MAY 2019)

Ordering activity (also called "ordering agency" and "ordering office") means an eligible ordering activity (see [552.238-113](#)), authorized to place orders under Federal Supply Schedule contracts.

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

Solicitation No. 47QSMD20R0001 Refresh 0019

Federal Supply Schedule Contract for All Geographic Areas.

(a) Federal Supply Classification (FSC) GROUP: Various
PART: Various
SECTION: Various
SUPPLY: Various
FSC CLASS(ES)/PRODUCT CODE(S)/NAICS: Various

(b) STANDARD INDUSTRY GROUP: Various
SERVICE: Various
SERVICE CODE(S)/NAICS: Various

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.

552.238-81 PRICE REDUCTIONS (MAY 2019)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the eligible ordering activity with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales —

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies;

(3) Made to Eligible Ordering Activities identified in GSAR Clause 552.238-113 when the order is placed under this contract (and the Eligible Ordering Activities identified in GSAR Clause 552.238-113 is the agreed upon customer or category of customer that is the basis of award); or

(4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

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

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

Note: Regulation 552.238-81

This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-81 Alternate I.

552.238-81 PRICE REDUCTIONS (MAY 2019) (ALTERNATE I - APR 2014)

(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.

Note: Regulation 552.238-81

This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

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.

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.

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.

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.

552.238-88 GSA ADVANTAGE![®]. (MAY 2019)

(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).

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.

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

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.

52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019) (ALT I SEP 2019)

(a) In accordance with [41 U.S.C. 4106\(g\)](#), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

[Contracting Officer to insert name, address, telephone number, and email address for the Agency Ombudsman or provide the URL address where this information may be found.]

- (b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g.,

protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

[The ordering activity's contracting officer to insert the name, address, telephone number, and email address for the ordering activity's Ombudsman or provide the URL address where this information may be found.]

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

End of clause

52.219-13 NOTICE OF SET-ASIDE OF ORDERS (MAR 2020)

(a) The Contracting Officer may set aside orders for the small business concerns identified in 19.000(a)(3).

(b) The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in [19.000\(a\)\(3\)](#) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in [19.000\(a\)\(3\)](#).

End of clause

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (MAR 2020)

(a) *Definition.*

"*Small business concern*," as used in this clause, means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

End of clause

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

Note: Regulation 552.238-77

Contractors must follow the detailed guidance and requirements provided in the Contract Requirements and Modification Guidance page (www.gsa.gov/mascontractrequirements) when submitting electronic data for inclusion on the GSA Advantage! website.

52.202-1 DEFINITIONS (JUN 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;

(d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or

(e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(a) *Definitions.* As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

“Month of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d) (1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (Federal Acquisition Regulation (FAR) provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if –

(i) In the Contractor’s preceding fiscal year, the Contractor received –

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

(2) *First-tier subcontract information.* Unless otherwise directed by the Contracting Officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, the Contractor shall report the following information at <http://www.fsr.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if -

(i) In the subcontractor's preceding fiscal year, the subcontractor received -

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value below the threshold specified in FAR 4.1403(a), on the date of subcontract award to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

(a) *Definition.* As used in this clause-

Commercial and Government Entity (CAGE) code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract for each location of contract, including subcontract, performance. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with [subpart 42.12](#). The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

(f) If the contract includes Federal Acquisition Regulation clause 52.204-2, Security Requirements, the contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60–741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(a) *Definitions.* As used in this clause -

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60–300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(a) *Definitions.* As used in this clause, “active duty wartime or campaign badge veteran,” “Armed

Forces service medal veteran,” “disabled veteran,” “protected veteran,” and “recently separated veteran,” have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

- (1) The total number of employees in the contractor’s workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and
- (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS-4212 “Federal Contractor Veterans’ Employment Report” (see “VETS-4212 Federal Contractor Reporting” and “Filing Your VETS-4212 Report” at <http://www.dol.gov/vets/vets4212.htm>).

(d) The Contractor shall file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date-

- (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
- (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor’s knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.223-15 Energy Efficiency in Energy-Consuming Products (MAY 2020)

(a) Definition. As used in this clause--

Energy-efficient product--

- (1) Means a product that--
 - (i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or
 - (ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR[®] products or FEMP-designated products) at the time of contract award, for products that are--

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless--

(1) The energy-consuming product is not listed in the ENERGY STAR[®] Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for--

(1) ENERGY STAR[®] at <http://www.energystar.gov/products>; and

(2) FEMP at <https://www.energy.gov/eere/femp/energy-efficient-products-and-energy-saving-technologies>

**52.225-19 Contractor Personnel in a Designated Operational Area or
Supporting a Diplomatic or Consular Mission Outside the United States
(MaY 2020)**

(a) Definitions. As used in this clause--

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General.*

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see <https://aoprals.state.gov/>); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the

following:

- (i) All required security and background checks are complete and acceptable.
 - (ii) All personnel are medically and physically fit and have received all required vaccinations.
 - (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
 - (iv) All personnel have received--
 - (A) A country clearance or special area clearance, if required by the chief of mission; and
 - (B) Theater clearance, if required by the Combatant Commander.
 - (v) All personnel have received personal security training. The training must at a minimum--
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
 - (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.
 - (vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.
- (3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--
- (i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);
 - (ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and
 - (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The To be determined at the task order level [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc.*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations,

and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.*

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

- (i) Dies;
- (ii) Requires evacuation due to an injury; or
- (iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2) (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see <https://aoprals.state.gov/>); or

(ii) That the Contracting Officer has indicated is subject to this clause.

52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from TBD through TBD.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the

event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

(a) The Contractor shall

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 932](#)) as extended by the Defense Base Act ([42 U.S.C. 1651, et seq.](#)), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 930](#))(a), 20 CFR 702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 914](#), 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 907](#), 20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 914](#))(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 914](#))(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 914](#))(c) and (g), 20 CFR 702.234 and 702.235); and

(8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwcl/sdba.htm>.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to

which the Defense Base Act applies.

(End of clause)

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

52.204-2 SECURITY REQUIREMENTS (MAR 2021)

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with –
- (1) The Security Agreement ([DD Form 441](#)), including the National Industrial Security Program Operating Manual (32 CFR part 117); and
 - (2) Any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.
- (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2020)

- (a) Reporting of Federal Supply Schedule Sales. The Contractor shall report all contract sales under this contract as follows:

- (1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the

nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1- June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include—

- (i) Receipt of order;
- (ii) Shipment or delivery, as applicable;
- (iii) Issuance of an invoice; or
- (iv) Payment.

(2) Contract sales shall be reported to Federal Acquisition Services (FAS) within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including “zero” sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including “zero” sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA)’s Federal Acquisition Service (FAS). Prior to using this automated system, the Contractor shall complete contract registration with the FAS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the “Treasury Reporting Rates of Exchange” issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874-7994, Internet: http://www.fiscal.treasury.gov/fsreports/rpt/treasRptRateExch/treasRptRateExch_home.htm.

(b) The Contractor shall remit the IFF at the rate set by GSA’s FAS.

(1) The Contractor shall remit the IFF to FAS 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 IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FAS. GSA's FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FAS for the costs of operating the Federal Supply Schedules Program. FAS recoups its operating costs from ordering activities as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized FAS programs, in accordance with 40 U.S.C. 321. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FAS will post notice of the

current IFF at <https://srp.fas.gsa.gov/> or successor website as appropriate.

(c) Within 60 days of award, an FAS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

End of Clause

Note: Regulation 552.238-80

FSS contractors are required to report sales and remit IFF for Schedule items sold via FedMall, just as they would for any other Schedule sale. FedMall sales of Schedule items are treated no differently than sales earned via GSA Advantage! or from orders directly placed by an ordering activity.

This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-80 Alternate I.

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021) (ALTERNATE I - JUL 1995)

(a) Hazardous material, 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).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none insert None)	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

Note: Regulation 52.223-3

Safety Data Sheets, hazardous material labels and other relevant data should not be submitted to the MAS Contracting Officer. This information should be provided directly to the ordering activity in accordance with this clause.

552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2021)

(DEVIATION FAR 52.252-6)

(a) Deviations to FAR clauses. This solicitation or contract identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) clause by the addition of “(DEVIATION FAR (clause number))” after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation or contract identifies any authorized deviation to a General Services Administration Acquisition Regulation (GSAR) (48 CFR chapter 5) clause by the addition of “(DEVIATION)” after the date of the clause.

(c) “Substantially the same as” clauses. Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of Clause)

52.245-1 GOVERNMENT PROPERTY (SEP 2021)

(a) *Definitions.* As used in this clause-

Cannibalize means to remove parts from Government property for use or for installation on other Government property.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means-

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible item that is functionally complete for its intended purpose, durable,

nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

Loss of Government property means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to-

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Production scrap means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Property records means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

Provide means to furnish, as in Government-furnished property, or to acquire, as in

contractor-acquired property.

Real property See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Unit acquisition cost means-

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) Property management.

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) Use of Government property.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are-

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) *Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time-

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.*

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its

identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon-

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability.* The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

-
- (1) Date of incident (if known).
 - (2) The data elements required under (f)(1)(iii)(A).
 - (3) Quantity.
 - (4) Accountable contract number.
 - (5) A statement indicating current or future need.
 - (6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.
 - (7) All known interests in commingled material of which includes Government material.
 - (8) Cause and corrective action taken or to be taken to prevent recurrence.
 - (9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.
 - (10) Copies of all supporting documentation.
 - (11) Last known location.
 - (12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.
- (C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when-
- (1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;
 - (2) Property Administrator grants relief of responsibility and liability for loss of Government property;
 - (3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or
 - (4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.
- (viii) *Utilizing Government property.*
- (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.
- (B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.
- (ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.
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(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) Systems analysis.

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies-

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with [31.205-19](#).

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

- (1) Any delay in delivery of Government-furnished property.
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use.
- (3) An increase, decrease, or substitution of Government-furnished property.
- (4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

- (1) Predisposal requirements.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

- (2) *Inventory disposal schedules.*

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use [Standard Form 1428](#), Inventory Disposal Schedule or electronic equivalent, to identify and report-

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

- (C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR [52.245-1](#)(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements.*

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than-

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections.* The Plant Clearance Officer may-

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Post submission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage.*

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days

following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) Disposition instructions.

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.219-33 NONMANUFACTURER RULE (SEP 2021)

(a) Definitions. As used in this clause—

Manufacturer means the concern that transforms raw materials, miscellaneous parts, or components into the end item. Concerns that only minimally alter the item being procured do not qualify as manufacturers of the end item. Concerns that add substances, parts, or components to an existing end item to modify its performance will not be considered the end item manufacturer, where those identical modifications can be performed by and are available from the manufacturer of the existing end item.

Nonmanufacturer means a concern, including a supplier, that provides an end item it did not manufacture, process, or produce.

(b) Applicability.

(1) This clause does not apply to contracts awarded pursuant to the unrestricted portion of a partial set-aside or to a contractor that is the manufacturer of the product or end item.

(2) This clause applies to—

(i) Contracts that have been awarded pursuant to a set-aside, in total or in part, for any of the small business concerns identified in 19.000(a)(3);

(ii) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(iii) Orders expected to exceed the simplified acquisition threshold and that are—

(A) Set aside for small business under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(B) Issued directly to a small business concern under multiple-award contracts as described in 19.504(c)(1)(ii);

(iv) Orders, regardless of dollar value, that are—

(A) Set aside in accordance with subparts 19.8, 19.13, 19.14, and 19.15 under multiple award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(B) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, and 19.15 under multiple-award contracts as described in 19.504(c)(1)(ii); and

(v) Contracts using the HUBZone price evaluation preference to award to a HUBZone concern

unless the Contractor waived the evaluation preference.

(c) Requirements.

(1) The Contractor shall—

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers who are nonmanufacturers, see paragraph (c)(2) of this clause instead;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of the components of the kit shall be manufactured, processed, or produced in the United States

or its
outlying areas by small business concerns.

(End of clause)

**52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
(SEP 2021)**

(a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan (see 19.705-7), established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

End of Clause

52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021)

(a) Definitions. As used in this clause –

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation -

(1) Means disclosure to the Government of the information sufficient for law enforcement to

identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require –

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from -

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall -

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall -

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed -

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall –

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including –

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and have a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the

Inspector General, with a copy to the Contracting Officer.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

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](#)).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.*

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information

transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

(a) *Definitions.* As used in this clause -

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means -

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means -

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled -
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication

equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing -

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

**52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED,
SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)**

(a) *Definition.* “Commercially available off-the-shelf (COTS)” *item*, as used in this clause–

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product in Federal Acquisition Regulation (FAR) [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government’s interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor’s knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government’s interests when dealing with such subcontractor in view of the specific basis for the party’s debarment, suspension, or proposed debarment.

(e) *Subcontracts.* Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that–

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

**552.238-114 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS
BY NON-FEDERAL ENTITIES (JAN 2022)**

(a) If an entity identified in paragraph (d) of the clause at 552.238-113, *Scope of Contract (Eligible Ordering Activities)*, elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Product and Commercial Service Contract Terms and Conditions that specifies "Compliance with laws unique to Government contracts" (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract 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, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., FAR 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B.)

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at [552.238-113](#), *Scope of Contract (Eligible Ordering Activities)*, the Contractor agrees to the following conditions:

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which

awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause [552.238-80](#), Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number:

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at [552.238-113](#), *Scope of Contract (Eligible Ordering Activities)*, and

(2) The dollar value for sales to entities identified in paragraph (d) of clause [552.238-113](#) *Scope of Contract (Eligible Ordering Activities)*.

552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (JAN 2022) (ALTERNATE I - MAR 2020)

(a) *General.* The Contractor may request a contract modification by transmitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the following information must be transmitted:

(i) *Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SINs.*

(ii) Discount information for the new item(s) or new SIN(s). Specifically, transmit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be transmitted instead.

(iii) Information about the new item(s) or the item(s) under the new SIN(s) must be transmitted in accordance with the request for proposal.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be transmitted in accordance with the request for proposal.

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be transmitted if required by 52.215- 6, *Place of Performance*.

(vi) Hazardous Material information (if applicable) must be transmitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(vii) Any information requested by 52.212-3(f), *Offeror Representations and Certifications—Commercial Products and Commercial Services*, that may be necessary to assure compliance with FAR 52.225-1, *Buy American Act—Balance of Payments Programs—Supplies*.

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a

higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) **Price Reduction.** The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-81. If the Price reduction falls under item (i), the Contractor shall transmit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall transmit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates.* The Contractor shall update electronic file transmissions to reflect all modifications. For additional items or SINS, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

(e) Electronic transmission of modification requests is mandatory via eMod (<http://eOffer.gsa.gov>), unless otherwise stated in the electronic transmission standards and requirements at the Vendor Support Center website (<http://vsc.gsa.gov>). If the electronic transmission standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

End of clause

Note: Regulation 552.238-82

This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-82 Alternate II.

552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (JAN 2022) (ALTERNATE II MAY 2019)

(a) *General.* The Contractor may request a contract modification by transmitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINS. When requesting additions, the Contractor must transmit the following information:

(i) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the instructions in the solicitation.

(ii) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iii) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by FAR 52.215-6, Place of Performance.

(iv) Hazardous Material information (if applicable) must be submitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(v) Any information requested by FAR 52.212-3(f), Offeror Representations and Certifications-Commercial Products and Commercial Services, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act-Balance of Payments Programs-Supplies.

(2) Deletions. The Contractor must provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the Contracting Officer determines that the higher price is unreasonable compared to the price of the deleted item.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates.* The Contractor shall update electronic file transmissions to reflect all modifications. For additional items or SINS, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

End of clause

Note: Regulation 552.238-82

This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

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 a 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.

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) (ALTERNATE I-NOV 2021)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial products or commercial services). the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial product(s) and commercial service(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)

(a) *Definitions.* As used in this clause -

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means -

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item -

- (1) Means any item of supply (including construction material) that is -
 - (i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) [2.101](#));
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person -

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of -

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

- (1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for -

- (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
 - (ii) Advertising;
 - (iii) Obtaining permanent or temporary labor certification, including any associated fees;
 - (iv) Processing applications and petitions;
 - (v) Acquiring visas, including any associated fees;
 - (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
 - (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
 - (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
 - (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
 - (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
 - (xi) Transportation and subsistence costs —
 - (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
 - (B) From the airport or disembarkation point to the worksite;
 - (xii) Security deposits, bonds, and insurance; and
 - (xii) Equipment charges.
- (2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is —
- (i) Paid in property or money;
 - (ii) Deducted from wages;
 - (iii) Paid back in wage or benefit concessions;
 - (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
 - (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to —
 - (A) Agents;
 - (B) Labor brokers;

- (C) Recruiters;
- (D) Staffing firms (including private employment and placement firms);
- (E) Subsidiaries/affiliates of the employer;
- (F) Any agent or employee of such entities; and
- (G) Subcontractors at all tiers.

Severe forms of trafficking in persons means —

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy*. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not —

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)
 - (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
 - (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

-
- (6) Charge employees or potential employees recruitment fees;
- (7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment —
- (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
- (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that —
- (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is —
- (A) Legally permitted to remain in the country of employment and who chooses to do so; or
- (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
- (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
- (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.
- (c) *Contractor requirements.* The Contractor shall —
- (1) Notify its employees and agents of —
- (i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
- (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees, agents, or
-

subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of —

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203–13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in —

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.*

(1) The Contractor shall, at a minimum -

(i) Disclose to the agency Inspector General information sufficient to identify the nature

and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not -

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from -

(A) Conducting an internal investigation;

or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

(1) This paragraph (h) applies to any portion of the contract that -

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate —

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy

prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that -

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either -

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that -

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

**52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS
UNDER EXECUTIVE ORDER 14026 (JAN 2022)**

(a) Definitions. As used in this clause—

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.).

Worker –

(1) (i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and—

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) A worker performs on a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs in connection with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) Executive Order Minimum wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1,

2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <https://www.sam.gov> (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3) (i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)

- (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—
- (i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;
 - (ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
 - (iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
- (2) This clause does not apply to—
- (i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;
 - (ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—
 - (A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a) ;
 - (B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b) ; and
 - (C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).
 - (d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.
 - (e) Payroll Records.
 - (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
 - (i) Name, address, and social security number;
 - (ii) The worker's occupation(s) or classification(s);
 - (iii) The rate or rates of wages paid;

- (iv) The number of daily and weekly hours worked by each worker;
 - (v) Any deductions made; and
 - (vi) Total wages paid.
- (2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.
- (3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
- (4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
- (5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
- (f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- (g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.
- (h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.
- (i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- (j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.
- (k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

**52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG
COMMERCIAL VESSELS (NOV 2021)**

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are —

- (1) Acquired for a U.S. Government agency account;
- (2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;
- (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or
- (4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c) (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both (i) the Contracting Officer and (ii) the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

- (A) Sponsoring U.S. Government agency.
- (B) Name of vessel.
- (C) Vessel flag of registry.
- (D) Date of loading.
- (E) Port of loading.
- (F) Port of final discharge.
- (G) Description of commodity.
- (H) Gross weight in pounds and cubic feet if available.
- (I) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to —

- (1) Cargoes carried in vessels as required or authorized by law or treaty;
- (2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial products or commercial services unless —

(i) This contract is —

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are —

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military —

(1) Contingency operations;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Maritime Administration, 400 Seventh Street, SW, Washington, DC 20590, Phone: 202-366-4610.

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA — MODIFICATIONS (NOV 2021) (ALTERNATE IV — OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with [15.403-3](#).]*

(1) Information required by the clause at 552.238-82, Modifications (Multiple Award Schedule).

(2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.

(3) By submitting a request for modification, the Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before agreeing to a modification, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to Contractor's cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

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)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of customer order, including options, 60 months following the expiration of the FSS contract ordering period.

End of clause

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022)

- (a) *Definitions.* As used in this clause –

Commercially available off-the-shelf (COTS) item –

- (1) Means any item of supply that is –

- (i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) [2.101](#));
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

- (2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at [22.1803](#). An employee is not considered to be directly performing work under a contract if the employee –

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in [2.101](#), entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in [8 U.S.C. 1101\(a\)\(38\)](#), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall –

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of –

(i) *All new employees.*

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see

paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at [20 U.S.C. 1001\(a\)](#)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of –

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <https://www.e-verify.gov>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee –

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph

(e) (appropriately modified for identification of the parties), in each subcontract that –

(1) Is for –

(i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

End of clause

52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count

- towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
- (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
- (f) The Contractor shall comply with the limitations on subcontracting as follows:
- (1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—
[Contracting Officer check as appropriate.]
- # By the end of the base term of the contract and then by the end of each subsequent option period; or
- # By the end of the performance period for each order issued under the contract.
- (2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.
- (g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.
- (1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.
- (2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET- ASIDE (OCT 2022)

(a) *Definition. Definition.* "Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in [38 U.S.C.101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C.101\(16\)](#).

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns;

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); and

(4) Orders issued directly to service-disabled veteran-owned small business concerns under multiple-award contracts as described in [19.504\(c\)\(1\)\(ii\)](#).

(c) General.

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if—

(1) At least one party to the joint venture complies with the criteria defined in paragraph (a) of this clause and [13 CFR 125.18\(b\)\(2\)](#); and

(2) Each party to the joint venture is small under the size standard corresponding to the NAICS code assigned to the procurement, or the protégé is small under the size standard corresponding to the NAICS code assigned to the procurement in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under an SBA mentor-protégé program.

(e) In a joint venture that complies with paragraph (f) of this clause, the service-disabled veteran-owned small business party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the service-disabled veteran-owned small business party or parties to the joint venture must be more than administrative functions.

(End of clause)

**52.219-29 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE
AWARD TO, ECONOMICALLY DISADVANTAGED
WOMEN-OWNED SMALL BUSINESS CONCERNS (OCT 2022)**

(a) Definitions.

Economically disadvantaged women-owned small business (EDWOSB) concern, as used in this clause, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with [13 CFR part 127](#), and is certified pursuant to [13 CFR 127.300](#) as an EDWOSB. It automatically qualifies as a women-owned small business (WOSB) concern eligible under the WOSB Program.

WOSB Program Repository means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, EDWOSB concerns;

(2) Part or parts of a multiple-award contract that have been set aside for EDWOSB concerns;

(3) Orders set aside for EDWOSB concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); and

(4) Orders issued directly to EDWOSB concerns under multiple-award contracts as described in [19.504\(c\)\(1\)\(ii\)](#).

(c) General.

(1) For EDWOSB set-aside procurements, offers are solicited only from certified EDWOSB concerns or EDWOSB concerns with a pending application for certification in the Dynamic Small Business

Search (DSBS).

- (2) For EDWOSB sole-source awards, offers are solicited only from certified EDWOSB concerns.
- (3) Offers received from other concerns will not be considered.
- (4) Any award resulting from this solicitation will be made to a certified EDWOSB concern.
- (d) *Joint Venture*. A joint venture may be considered an EDWOSB concern if—

(1) At least one party to the joint venture complies with the criteria defined in paragraph (a) and paragraph (c)(3) of this clause, and [13 CFR 127.506\(c\)](#); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) In a joint venture that complies with paragraph (d) of this clause, the EDWOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the EDWOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

**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)**

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

Definition. Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with [13 CFR part 127](#)), as used in this clause, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#) as a WOSB. A certified EDWOSB is automatically eligible as a certified WOSB.

(b) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, WOSB concerns eligible under the WOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for WOSB concerns eligible under the WOSB Program;

(3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); and

(4) Orders issued directly to WOSB concerns eligible under the WOSB Program under multiple-award contracts as described in [19.504\(c\)\(1\)\(ii\)](#).

(c) *General*.

(1) For WOSB set-aside procurements, offers are solicited only from certified WOSB concerns eligible under the WOSB Program or WOSB concerns with a pending application for certification status in the Dynamic Small Business Search (DSBS).

(2) For WOSB sole-source awards, offers are solicited only from certified WOSB concerns.

(3) Offers received from other concerns shall not be considered.

(4) Any award resulting from this solicitation will be made to a certified WOSB concern eligible under the WOSB Program.

(d) *Joint Venture*. A joint venture may be considered a WOSB concern eligible under the WOSB Program if—

(1) At least one party to the joint venture complies with the criteria defined in paragraph (a) and (c)(3) of this clause, and [13 CFR 127.506\(c\)](#); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) In a joint venture that complies with paragraph (d) of this clause, the WOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the WOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (OCT 2022)

(a) *Definitions*. *HUBZone small business concern, as used in this clause, means a small business concern, certified by the Small Business Administration (SBA), that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA (13 CFR 126.103).*

(b) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside or awarded on a sole-source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns;

(3) Orders set aside for HUBZone small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to HUBZone small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) *General*.

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(d) *Joint Venture*. A joint venture may be considered a HUBZone concern if—

(1) At least one party to the joint venture is a HUBZone small business concern and complies with 13 CFR 126.616(c); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business party or parties to the joint venture must be more than administrative functions.

(End of clause)

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)

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)

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 contract 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)

I-FSS-644 PRODUCTS OFFERED AND SOLD BY VENDORS OTHER THAN THE MANUFACTURER (DEC 2022)

- (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 shall not offer or sell products under this contract for which they do not have authorization, as applicable, and they lack an uninterrupted source of supply sufficient to satisfy the Government's requirements.
- (1) *Manufacturer Authorization Program.*
- (i) For products that manufacturers manage through any "authorized supplier",

“controlled distribution”, or other similar program, the Contractor shall be included in such a program to 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.

(ii) If the Contractor is not included in any authorization program, then sales of those products under this contract are not permitted.

(iii) For products that manufacturers do not manage through any authorization program, the Contractor need only provide the uninterrupted source of supply as required by paragraph (b)(2) of this clause.

(2) *Uninterrupted Source of Supply.* The Contractor shall provide evidence of, and shall maintain, an uninterrupted source of supply sufficient to satisfy the Government’s requirements for all products on its contract.

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

- (c) **Discrepancies.** In the event that the Government becomes aware of any discrepancy regarding a Contractor’s authorization program status, uninterrupted source of supply, or manufacturer prohibition, the 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)

I-FSS-973 PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (DEC 2022)

If eligible non-federal ordering activities are 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 activities. If eligible non-federal ordering activities are not subject to a State prompt payment law, the terms and conditions of the Federal Prompt Payment Act as reflected in GSAR clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services, apply to such activities in the same manner as to Federal ordering activities.

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (DEC 2022)

Offerors should complete paragraphs (a) and (b) of this clause if providing both domestic and overseas delivery. Complete paragraph (a) of this clause if providing domestic delivery only. Complete paragraph (b) of this clause if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting, including reviews of Contractor records. The Contractor’s designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

(a) *Domestic.*

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) *Overseas.* Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from ordering agencies. (Also, see the requirement in GSAR clause 552.238-97, Parts and Service) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(End of provision)

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.

**52.232-40 PROVIDING ACCELERATED PAYMENTS TO
SMALL BUSINESS SUBCONTRACTORS (MAR 2023)**

(a)

(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of

accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

(a) Definitions. As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L.

117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of

Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on

Government Devices” Implementation Guidance, collectively prohibit the presence or use of a

covered application on executive agency information technology, including certain equipment used

by Federal contractors. The Contractor is prohibited from having or using a covered application on

any information technology owned or managed by the Government, or on any information

technology used or provided by the Contractor under this contract, including equipment

provided by
the Contractor's employees; however, this prohibition does not apply if the Contracting Officer
provides written notification to the Contractor that an exception has been granted in
accordance
with OMB Memorandum M-23-13.
(c) Subcontracts. The Contractor shall insert the substance of this clause, including this
paragraph
(c), in all subcontracts, including subcontracts for the acquisition of commercial products
or
commercial services.

(End of clause)

552.219-74 SECTION 8(a) DIRECT AWARD (SEP 1999)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration. SBA retains the responsibility for 8(a) certifications, 8(a) eligibility determinations, and related issues, and will provide counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

[Complete at time of award]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any advance payments or novation agreements. The contracting activity may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) To the requirements of 52.219-14, Limitations on Subcontracting.

(End of clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) PARTICIPANTS (OCT 2022) (DEVIATION)

(a) Offers are solicited only from—

(1) Small business concerns expressly certified by the Small Business Administration (SBA) for

participation in SBA's 8(a) program and which meet the following criteria at the time of submission of offer—

- (i) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (ii) The Offeror is in conformance with the Business Activity Targets set

- forth in its approved business plan or any remedial action directed by SBA;
- (2) A joint venture, in which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause, that complies with 13 CFR 124.513(c); or
- (3) A joint venture—
- (i) That is comprised of a mentor and an 8(a) protégé with an approved mentor-protégé agreement under the 8(a) program;
 - (ii) In which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause; and
 - (iii) That complies with 13 CFR 124.513(c).
- (b) By submission of its offer, the Offeror represents that it meets the applicable criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d) The _____ [insert name of SBA's contractor] will notify the _____ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock.
- (End of clause)

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2020) (ALTERNATE I MAY 2023)

(a) Definition. "Transactional data" encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

(b) Reporting of Transactional Data. The Contractor must report all transactional data under this contract as follows:

(1) The Contractor must electronically report transactional data by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website, <https://vsc.gsa.gov>. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

(2) The Contractor must provide, at no additional cost to the Government, the following transactional data elements, 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 Measure (each, hour, case, lot).

(viii) Quantity of Item Sold.

(ix) Universal Product Code.

(x) Price Paid per Unit.

(xi) Total Price.

Note to paragraph (b)(2): The Contracting Officer may add data elements to the standard elements listed in paragraph (b)(2) of this section with the approvals listed in GSAM 507.105(b)(3).

(3) The contractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.

(4) The Contractor must report the price paid per unit, total price, or any other data elements with an associated monetary value listed in (b)(2) of this section, in U.S. dollars.

(5) The reported price paid per unit and total price must include the Industrial Funding Fee (IFF).

(6) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.

(7) Reporting Points.

(i) The acceptable points at which transactional data may be reported include-

(A) Issuance of an invoice; or

(B) Receipt of payment.

(ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.

(8) The Contractor must continue to furnish reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order of the contract.

(9) Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other information that would compromise national security are exempt from this reporting requirement.

(10) This clause does not exempt the Contractor from fulfilling existing reporting requirements contained elsewhere in the contract.

(11) GSA reserves the unilateral right to change reporting instructions following 60 calendar days' advance notification to the Contractor.

(c) Industrial Funding Fee (IFF).

(1) This contract includes an IFF charged on orders placed against this contract. The IFF is paid by the authorized ordering activity but remitted to GSA by the Contractor. The IFF reimburses GSA for the costs of operating the Federal Supply Schedule program, as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefiting other authorized GSA programs, in accordance with 40 U.S.C. 321.

(2) GSA has the unilateral right to change the fee amount at any time, but not more than once per year; GSA will provide reasonable notice prior to the effective date of any change. GSA will post notice of the current IFF on the Vendor Support Center website at <https://vsc.gsa.gov>.

(3) Offerors must include the IFF in their prices. The fee is included in the awarded price(s) and reflected in the total amount charged to ordering activities. The fee will not be included in the price of non-contract items purchased pursuant to a separate contracting authority, such as a Governmentwide Acquisition Contract (GWAC); a separately awarded Federal Acquisition Regulation (FAR) Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract.

(4) The Contractor must remit the IFF to GSA in U.S. dollars within 30 calendar days after the last calendar day of the reporting quarter; final payment must be remitted within 30 calendar days after physical completion of the last outstanding task order or delivery order issued against the contract.

(5) GSA reserves the unilateral right to change remittance instructions following 60 calendar days' advance notification to the Contractor.

(d) The Contractor's failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the required transactional data reports, falsifies them, or fails to timely pay the IFF, these reasons constitute sufficient cause for the Government to terminate the contract for cause.

Note: Regulation 552.238-80

FSS contractors are required to report sales and remit IFF for Schedule items sold via FedMall, just as they would for any other Schedule sale. FedMall sales of Schedule items are treated no differently than sales earned via GSA Advantage! or from orders directly placed by an ordering activity.

This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.238-113 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (MAY 2023)

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic and/or overseas delivery. For the Wireless Mobility Services Special Item Number ONLY,

limited geographic coverage (consistent with the Offeror's commercial practice) may be proposed.

- (1) Executive agencies (as defined in FAR Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;
- (2) Government contractors authorized in writing by a Federal agency pursuant to FAR 51.1;
- (3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);
- (4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol).
- (5) The District of Columbia;
- (6) Tribal governments when authorized under 25 USC 450j(k);
- (7) Tribes or tribally designated housing entities pursuant to 25 U.S.C. 4111(j);
- (8) Qualified Nonprofit Agencies as authorized under 40 USC 502(b); and
- (9) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) *Definitions.*

“Domestic delivery” is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

“Overseas delivery” is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories

(c) Offerors are requested to check one of the following boxes:

- ☐ Contractor will provide domestic and overseas delivery.
- ☐ Contractor will provide overseas delivery only.
- ☐ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Schedule contracts:

- (1) State and local government may place orders against Consolidated Schedule contracts containing information technology or security and protection Special Item Numbers, on an optional basis; provided, the Contractor accepts order(s) from such activities;
- (2) The American National Red Cross may place orders against Federal Supply Schedules for products and services in furtherance of the purposes set forth in its Federal charter (36 U.S.C. 300102); provided, the Contractor accepts order(s) from the American National Red Cross; and
- (3) Other qualified organizations, as defined in section 309 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5152), may place orders against Federal Supply Schedules for products and services 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;

provided, the Contractor accepts order(s) from such activities.

(4) State and local governments may place orders against Federal Supply Schedules for good or services determined by the Secretary of Homeland Security to facilitate 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.) to facilitate disaster preparedness or response, or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack; provided, the Contractor accepts order(s) from such activities.

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 52.232-36 *Payment by Third Party*. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 52.232-36 *Payment by Third Party*.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of \$2,500 (two thousand, five hundred dollars) during the contract term.

(h) All users of GSA's Federal Supply Schedules, including non-Federal users, shall use the schedules in accordance with the ordering guidance provided by the Administrator of General Services. GSA encourages non-Federal users to follow the Schedule Ordering Procedures set forth in the Federal Acquisition Regulation (FAR) 8.4, but they may use different established competitive ordering procedures if such procedures are needed to satisfy their state and local acquisition regulations and/or organizational policies.

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)

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)

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.

X [552.203-71](#) Restriction on Advertising

Varies by Category, Subcategory and SIN [552.211-73](#) Marking

Varies by Category, Subcategory and SIN [552.219-70](#) Allocation of Orders—Partially Set-Aside Items

X [552.229-70](#) Federal, State, and Local Taxes

Varies by Category, Subcategory and SIN [552.232-72](#) Final Payment Under Building Services Contracts

Varies by Category, Subcategory and SIN [552.237-71](#) Qualifications of

Employees

N/A [552.242-70](#) Status Report of Orders and Shipments

(End of Clause)

**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.

Varies by Category, Subcategory and SIN 552.223-72 Hazardous Material Information

(b) Clauses.

* _____ * 552.215-70 Examination of Records by GSA

Varies by Category, Subcategory and SIN 552.223-70 Hazardous Substances.

Varies by Category, Subcategory and SIN 552.223-71 Nonconforming Hazardous Material.

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

X 552.232-23 Assignment of Claims

(End of Clause)

52.225-5 TRADE AGREEMENTS (NOV 2023)

(a) Definitions. As used in this clause-

“Caribbean Basin country end product”—

(1) Means an article that-

(i) (A) Is wholly the growth, product, or manufacture of a Caribbean Basin country;
or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it

was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C.2703 (b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

- (1) Tuna prepared or preserved in any manner in airtight containers;
- (2) Petroleum, or any product derived from petroleum;
- (3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and
- (4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at <https://usitc.gov/tata/hts/index.htm>. In particular, see the following:

- (1) General Note3(c), Products Eligible for Special Tariff treatment.
- (2) General Note17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000.
- (3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note7(b).
- (4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden,

Switzerland, Taiwan (known in the World Trade Organization as “the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)”), Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo,

Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country end product” means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Free Trade Agreement country end product” means an article that-

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Least developed country end product” means an article that-

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-made end product” means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

“WTO GPA country end product” means an article that-

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled “Trade Agreements Certificate.”

End of clause

**552.212-4 CONTRACT TERMS AND CONDITIONS –
COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
(NOV 2023) (DEVIATION – FEB 2007) (FAR DEVIATION - 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 credit 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 an 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 an 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; “[10 U.S.C. 4701](#)” relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, 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 Government, the following shall apply:

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

(ii) *End user.* This agreement shall bind the Government as end user but shall not operate to bind an 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 Government 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).

(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 the Government's 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 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 Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government

contract or order.

(B) This charge, if disputed by the Government, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the Government 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 or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying 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.

Note: Regulation 552.212-4
This clause applies to fixed price orders.

**552.212-4 CONTRACT TERMS AND CONDITIONS -
COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
(NOV 2023) (FAR DEVIATION - JAN 2023) (ALTERNATE I - NOV
2021) (DEVIATION - FEB 2007)**

(a) *Inspection/Acceptance.*

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be

presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may —

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to —

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(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.*

(1) The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference. As used in this clause —

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are —

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

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

(iii) *Materials* means —

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

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

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

(D) The following subcontracts for services which are specifically excluded from the hourly rate: Each order must list separately subcontracts for services excluded from the FSS Hourly Rates; and

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

(iv) *Subcontract* means any contract, as defined in FAR [subpart 2.1](#), entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(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) *Payments.*

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR [2.101](#), the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the —

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor —

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall —

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: **Each order must list separately the elements of other direct costs for that order.**

(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: **Each order must list separately the fixed amount for the indirect costs and payment schedule; if no indirect costs are approved, insert "None."**

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has

been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment —

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost —

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall —

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the —

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

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

(6) (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of

the Treasury, as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if —

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on —

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause

in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(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; [10 U.S.C. 4701](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, 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 Part 12*).

(ii) *End user.* This agreement shall bind the Government as end user but shall not operate to bind an 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 Government 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).

(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 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 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 Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the Government, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the Government 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 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.

Note: Regulation 552.212-4

This clause applies to Time-and-Materials or Labor Hour orders.

**52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE,
SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY
KASPERSKY LAB COVERED ENTITIES (DEC 2023)**

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

Kaspersky Lab covered article means any hardware, software, or service that —

- (1) Is developed or provided by a Kaspersky Lab covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.

Kaspersky Lab covered entity means —

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab, including any change in name, *e.g.*, "Kaspersky"
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115–91) prohibits Government use of any Kaspersky Lab covered article. The

Contractor is prohibited from —

- (1) Providing any Kaspersky Lab covered article that the Government will use on or after October 1, 2018; and
- (2) Using any Kaspersky Lab covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

(1) In the event the Contractor identifies a Kaspersky Lab covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab covered articles.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

**52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER
RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (NOV 2023)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at [41 U.S.C. 4712](#) and Federal Acquisition Regulation (FAR) 3.900 through 3.905.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under [41 U.S.C. 4712](#), as described in FAR 3.900 through 3.905.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

**52.222-19 CHILD LABOR-COOPERATION WITH
AUTHORITIES AND REMEDIES (NOV 2023)**

(a) *Applicability.* This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in-

(1) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is \$92,319 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$183,000 or more.

(b) *Cooperation with Authorities.* To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations.* The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) *Remedies.*

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

End of clause

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (SEP 2023)

(a) Definitions. As used in this contract —

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Dynamic Small Business Search (DSBS) and SAM.

“Service-disabled veteran-owned small business concern” —

(1) Means a small business concern —

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation and qualified as a small business under the criteria and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contract or subcontract

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii)) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern —

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern —

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) (1) A joint venture qualifies as a small business concern if—

- (i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or
 - (ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program.

(2) A joint venture qualifies as—

- (i) A service-disabled veteran-owned small business concern if it complies with the requirements in 13 CFR part 125; or
- (ii) A HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e) (1) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if—

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the

subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing DSBS at https://web.sba.gov/pro-net/search/dsp_dsbs.cfm. If the subcontractor is a joint venture, the Contractor shall confirm that at least one party to the joint venture is certified by SBA as a HUBZone small business concern. The Contractor may confirm the representation by accessing SAM.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2023) (ALT II NOV 2016)

(a) This clause does not apply to small business concerns.

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

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended ([43 U.S.C. 1601](#), et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at [43 U.S.C. 1626\(e\)\(1\)](#). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of [43 U.S.C. 1626\(e\)\(2\)](#).

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial products and commercial services sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Commercial product means a product that satisfies the definition of "commercial product" in Federal Acquisition Regulation (FAR) [2.101](#).

Commercial service means a service that satisfies the definition of "commercial service" in FAR [2.101](#).

Electronic Subcontracting Reporting System (eSRS) means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act ([43 U.S.C. 1601](#) et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with [25 U.S.C. 1452\(c\)](#). This definition also includes Indian-owned economic enterprises that meet the requirements of [25 U.S.C. 1452\(e\)](#)

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)

(1) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)

(i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if—

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in

connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with [43 U.S.C. 1626](#):

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (g) of this clause, to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide

the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR [2.101](#) on the date of subcontract award, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if—

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see [52.242-5](#)).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small

business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Dynamic Small Business Search (DSBS) at https://web.sba.gov/pro-net/search/dsp_dsbs.cfm

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR [2.101](#) on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships

during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns;" or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)

(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR [19.704](#)(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to [19.702](#) a)(1)(iii) or [19.301-2](#)(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR [19.702](#)(a), and the contractand contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) *Reports submitted under a commercial plan-*

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

**52.219-28 POST-AWARD SMALL BUSINESS PROGRAM
REPRESENTATION (SEP 2023)**

(a) *Definitions.* As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](#) and the size standard in paragraph (d) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at [13 CFR 121.103](#).

(b) If the Contractor represented that it was any of the small business concerns identified in [19.000\(a\)\(3\)](#) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior

to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it # is, # is not a small business concern under NAICS Code _____ assigned to contract number _____.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not, a small disadvantaged business concern as defined in [13 CFR 124.1001](#).

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it # is, # is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.*]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it # is, # is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.*]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it # is, # is not a service-disabled veteran-owned small business concern.

(8) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that—

(i) It # is, # is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It # is, # is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

End of clause

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMERICAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2023)

(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 Covered Entities (DEC 2023) (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) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

[Contracting Officer check as appropriate.]

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).

X (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#))).

X (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.203-17](#), Contractor Employee Whistleblower Rights (NOV 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900\(a\)](#).

X (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

N/A (6) [Reserved].

X (7) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (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) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (**DEC 2023**) ([Pub. L. 115-390](#), title II).

X (10) (i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (**DEC 2023**) ([Pub. L. 115-390](#), title II).
(ii) Alternate I (DEC 2023) of [52.204-30](#).

X (11) [52.204-27](#), Prohibition on a ByteDance Covered Application (June 2023) (Section 102 of Division R of Pub. L. 117-328).

X (12) [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](#)).

X (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility

Matters (OCT 2018) ([41 U.S.C. 2313](#)).

N/A (14) [Reserved]

X (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ([15 U.S.C. 657a](#)).

N/A (16) [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](#)).

N/A (17) [Reserved]

X (18) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

Required as Applicable (ii) Alternate I (MAR 2020) of [52.219-6](#).

N/A (19) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

N/A (ii) Alternate I (MAR 2020) of [52.219-7](#).

X (20) [52.219-8](#), Utilization of Small Business Concerns ((SEP 2023) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

N/A (21) (i) [52.219-9](#), Small Business Subcontracting Plan ((SEP 2023) ([15 U.S.C. 637\(d\)\(4\)](#)).

N/A (ii) Alternate I (NOV 2016) of [52.219-9](#).

X (iii) Alternate II (NOV 2016) of [52.219-9](#).

N/A (iv) Alternate III (JUN 2020) of [52.219-9](#).

N/A (v) Alternate IV ((SEP 2023) of [52.219-9](#).

X (22) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

N/A (ii) Alternate I (MAR 2020) of [52.219-13](#).

X (23) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ([15 U.S.C. 637s](#)).

X (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

X (25) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) ([15 U.S.C. 657f](#)).

X (26) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation ((SEP 2023) ([15 U.S.C. 632\(a\)\(2\)](#)).

N/A (ii) Alternate I (MAR 2020) of [52.219-28](#).

X (27) [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\(m\)](#)).

X (28) [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\(m\)](#)).

N/A (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

X (30) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).

X (31) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

X (32) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (NOV 2023) (E.O.13126).

X (33) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

X (34) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

N/A (ii) Alternate I (FEB 1999) of [52.222-26](#).

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

N/A (ii) Alternate I (JUL 2014) of [52.222-35](#).

X (36) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

N/A (ii) Alternate I (JUL 2014) of [52.222-36](#).

X (37) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

X (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (39) (i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

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

X (40) [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 or commercial services as prescribed in FAR [22.1803](#).)

X (41) (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.)

N/A (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.)

Required as Applicable (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

Required as Applicable (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

Required as Applicable (44) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

N/A (ii) Alternate I (OCT 2015) of [52.223-13](#).

Required as Applicable (45) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

N/A (ii) Alternate I (Jun2014) of [52.223-14](#).

X (46) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

Required as Applicable (47) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer

Products (OCT 2015) (E.O.s 13423 and 13514).

N/A (ii) Alternate I (JUN 2014) of [52.223-16](#).

X (48) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

Required as Applicable (49) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

Required as Applicable (50) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).

X (51) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

N/A (ii) Alternate I (JAN 2017) of [52.224-3](#).

Required as Applicable (52) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ([41 U.S.C. chapter 83](#)).

N/A (ii) Alternate I (OCT 2022) of [52.225-1](#).

N/A (53) (i) [52.225-3](#), 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (NOV 2023) ([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

N/A (ii) Alternate I [RESERVED].

N/A (iii) Alternate II (DEC 2022) of [52.225-3](#).

N/A (iv) Alternate III (NOV 2023) of [52.225-3](#).

N/A (v) Alternate IV (OCT 2022) of [52.225-3](#).

X (54) [52.225-5](#), Trade Agreements (NOV 2023) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301 note](#)).

X (55) [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).

N/A (56) [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).

N/A (57) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

N/A (58) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

N/A (59) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021) .

N/A (60) [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](#)").

N/A (61) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

X (62) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) ([31 U.S.C. 3332](#)).

N/A (63) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

X (64) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

X (65) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

X (66) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

X (67) (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](#)).

N/A (ii) Alternate I (APR 2003) of [52.247-64](#).

N/A (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 products and commercial services, that the Contracting Officer has indicated as being incorporated in this by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

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

X (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](#)).

X (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](#)).

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

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

X (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](#)).

X (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (JAN 2022).

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

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

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly

pertinent records involving transactions related to this contract.

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

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

(e)

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

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

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) ([41 U.S.C. 4712](#)).

(iii) [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)).

(iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) [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).

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

(vii) (A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) ([Pub. L. 115-390](#), title II).

(viii) [52.219-8](#), Utilization of Small Business Concerns ((SEP 2023) ([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.

- (ix) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (x) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
- (xi) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (xiii) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (xiv) [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](#).
- (xv) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- (xvi)
- (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](#)).
- (xvii) [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](#)).
- (xviii) [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](#)).
- (xix) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xx) [52.222-55](#), Minimum Wages Under Executive Order 13658 (JAN 2022).
- (xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xxii)
- (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (JAN 2017) of [52.224-3](#).
- (xxiii) [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.
- (xxiv) [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.

(xxv) [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

(xxvi) [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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—PROHIBITION (DEC 2023) (ALT I DEC 2023)

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

Covered article, as defined in [41 U.S.C. 4713\(k\)](#), means—

(1) Information technology, as defined in [40 U.S.C. 11101](#), including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 ([47 U.S.C. 153](#));

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see [32 CFR part 2002](#)); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in [41 CFR 201-1.303\(d\)](#) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by [50 U.S.C. 3003\(4\)](#), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in [44 U.S.C. 3552](#), means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.* (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

[*Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:*]

Yes DHS FASCSA Order

Yes DoD FASCSA Order

Yes DNI FASCSA Order

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.* (1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under

paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:


(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.* (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

	Sirocco Marine			
	3277 SE 14th Ave. Fort Lauderdale, FL 33316 (954) 692-8333 / RFQ@fluidboats.com			
Quote#:	011024AM			
Customer:	Joshua Czerenda			
Dept:	City of Hollywood, FL			
Address:				
Email:	JCZERENDA@hollywoodfl.org			
Phone:			www.fluidboats.com	
GSA contract#:	47QMCA18D0006			
Selling Dealer:	Phoenix Trading Inc.			
Date:	1/10/2024			
Valid Until:	8/10/2024 (Approval to extend quote beyond 60 days)			
	Description	Qty.	Unit Price	Total Price
Fluid Patrol 29				
	FLUID WaterCraft Patrol 29 Rigid Inflatable Boat (RHIB)	1	\$199,227.20	\$199,227.20
	HIN # TBD			
	Tube Material : Orca 866 Hypalon 1670 Dtex	1		
	Tube Color: Neptune Grey	1		
	Gelcoat Color: Cloud Grey	1		
	Double EPDM Rubstrake	1		
	Extra bow rubstrake	1		
	Black rubber non skid pads	10		
	2" Aluminum Keel guard	1		
Engines				
	Brand: Honda			
	Horse Power: 2 x 225hp	2		
	EIN # TBD / EIN # TBD			
	Prop: Stainless-Steel	2		
	Pre rig - Electronic shift	1		
Console and Seating				
	Console with aluminum RAPTOR-lined T-Top, glass windshield	1		
	"POLICE" logo painted on T-Top	1		
	Windshield wiper	1		
	Seat configuration: 2 person FRP bolster	1		
	Life Cell safety box with insert	1		
	Fire Extinguisher and insert	1		
	Long Arms Cabinet with universal rack and timer lock	1		
Electronics				
	Simrad GO12 GPS with total scan transducer	1		
	Simrad RS20S or B&G V20 VHF with Antenna	1		
	Simrad Radar	1		
LE Equipment				
	LE Lights and Siren system	1		

	Whelen WPA112 amplifier	1		
	Whelen WPA3BM switch panel	1		
	SoundOff Signal 100 watt speaker	1		
	nROADS® blue strobe light	1		
	Lumitec overhead courtesy lights	2		
	SoundOff Signal blue/white side strobes	5		
	LE mount / platform	1		
Hardware				
	316 Stainless-Steel Samson Post - Reinforced	1		
	Aluminum engine rope guard	1		
Standard Equipment - Includes labor				
	Systems - Build - Prep	1		
	Aluminum 130 gal. EPA-compliant fuel tank	1		
	Fuel venting system	1		
	Repair kit - Foot pump	1		
	Group 27 Start Batteries	2		
	Group 27 House Battery	1		
	12 switch panel	1		
	Blue Seas VSR	1		
	LED Navigation lights (USCG 2nm)	1		
	1500 gpm Auto- Bilge pump	1		
	2000 gpm Bilge pump	1		
	Spine Board	1		
	Twin Hydraulic Steering 1.7L Cylinder	1		
Boat Specs				
	Length: 28' 11"			
	Beam: 9' 8"			
	Tube Diameter: 23"			
	Hull: Vacuum-infused GRP			
	Gelcoat: ISO NPG			
	Transom: 30" or 2 x 25"			
Additions Included				
	Aluminium dual-axle trailer with brakes	1	incl.	incl.
	Starboard swim ladder bracket with ladder	1	incl.	incl.
	Rope lifeline across port and starboard	1	incl.	incl.
	3-Bank Battery Charger	1	incl.	incl.
	Rear tow post	1	incl.	incl.
	Cupholders	2	incl.	incl.
	"POLICE" logo printed on tubes	2	\$500.00	\$1,000.00
	Delivery (\$3/Mile to Hollywood FL, 815 miles)	815	\$3.00	\$2,445.00
	Discount for Demo boat	1	\$40,227.20	\$40,227.20
TOTAL QUOTE				\$162,445.00