**ATTACHMENT B:**
**TERMS AND CONDITIONS**

## General Terms

(1) The contractual counterparty acknowledges its compliance with applicable Federal anti-discrimination laws is material to the Government's payment decisions.

(2) The contractual counterparty confirms it does not operate any programs that violate applicable Federal laws, including Federal anti-discrimination laws.

## Addressing DEI Discrimination by Federal Contractors

(a) Definitions. As used in this clause —

*Program participation* means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

*Racially discriminatory diversity, equity, and inclusion (DEI) activities* means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause is material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of Clause)

**Federal Acquisition Regulation (FAR) Provisions Incorporated by Reference**

52.204-16 – Commercial and Government Entity Code Reporting (Aug 2020)
52.209-7 – Information Regarding Responsibility Matters (Oct 2018) – have filled out in the System for Award Management (SAM)

**FAR Clauses Included by Reference**

52.204-13 – System for Award Management Maintenance (Oct 2018)
52.204-18 – Commercial and Government Entity Code Maintenance (Aug 2020)
52.204-21 – Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)
52.232-40 – Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.242-15 – Stop-Work Order (Aug 1989)

**FAR Clauses**

**52.212-4 -- Contract Terms and Conditions -- Commercial Items (Nov 2023)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ( 31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ( 31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act ( 31 U.S.C.3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

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

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

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

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law.

If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Please refer to FHFA clause 6.212a Order of Precedence – FHFA Contracts (JAN 2022) for additional details regarding any potential inconsistencies between FHFA clauses and FAR clauses.

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, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(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 End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government 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 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 EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or 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 clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification 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.

(End of clause)

**52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Oct 2025) (DEVIATION FEB 2025)**

(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:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 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)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

___ (4) 52.203-17, 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).

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

___ (6) [Reserved]

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

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

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

___ (10) 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).

___ (11) (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 (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (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).

___ (14) [Reserved]

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

X (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).

___ (17) [Reserved]

___ (18) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-6.

___ (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

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

X (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)).

___ (21) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

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

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

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

___ (v) Alternate IV (Jan 2025) of 52.219-9.

___ (22) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

___ (ii) Alternate I (Mar 2020) of 52.219-13.

___ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637(a)(14)).

___ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

___ (25) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Feb 2024) (15 U.S.C. 657f).

___ (26) (i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

____ (ii) Alternate I (Mar 2020) of 52.219-28.

___ (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)).

___ (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)).

___ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

___ (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 (Jan 2025) (E.O. 13126).

___ (33) [Reserved]

___ (34) [Reserved]

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

___ (ii) Alternate I (July 2014) of 52.222-35.

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

___ (ii) Alternate I (July 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 (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

___ (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (E. O. 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.)

___ (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.)

___ (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.)

___ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, et seq.).

___ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.).

___ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, et seq.).

___ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, et seq.).

___ (46) 52.223-23, Sustainable Products and Services (May 2024) [(DEVIATION FEB 2025)] (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671).

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

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

___ (48) (i) 52.225-1, Buy American--Supplies (Oct 2022) (41 U.S.C. chapter 83).

___ (ii) Alternate I (Oct 2022) of 52.225-1.

___ (49) (i) 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).

___ (ii) Alternate I [Reserved].

___ (iii) Alternate II (Jan 2025) of 52.225-3.

___ (iv) Alternate III (Feb 2024) of 52.225-3.

___ (v) Alternate IV (Oct 2022) of 52.225-3.

___ (50) 52.225-5, Trade Agreements (Nov 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

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

___ (57) 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).

___ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

___ (60) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

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

___ (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

___ (iii) Alternate II (Nov 2021) of 52.247-64.

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

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

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

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

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

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

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

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

___ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) Comptroller General Examination of Record. 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 (Jun 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).

(B) Alternate I (Dec 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (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) [Reserved]

(x) [Reserved]

(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 (Oct 2025) (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 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 (May 2014) (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 (Jan 2025) (E. O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (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) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 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)

**52.217-6 -- Option for Increased Quantity (Mar 1989)**

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

(End of Clause)

**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 **any time prior to contract expiration***;* provided that the Government gives the Contractor a preliminary written notice of its intent to extend **any time 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 five (5) years.

(End of Clause)

**FHFA Specialty Clauses**

**6.202 Disputes (APR 2013)**

(a) All disputes arising under or relating to this contract shall be resolved under this clause.

The Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-1709) is not applicable to the Federal Housing Finance Agency.

(b) "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 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, 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.

(c) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within six (6) years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Federal Housing Finance Agency (FHFA), hereafter "Agency," 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 (c)(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 Agency is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

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

(d) For Contractor claims of $100,000 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 $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer's decision shall be considered final unless the contractor submits a written request for appeal of the decision to FHFA's Senior Procurement Executive (SPE), within 60 days from receipt of the Contracting Officer's decision. The SPE must, within 30 days, decide the claim or notify the Contractor of the date by which the decision will be made. The decision of the SPE is final and conclusive unless a court of competent jurisdiction finds the decision fraudulent, arbitrary or capricious, so grossly erroneous as to imply bad faith, or not supported by substantial evidence. The contractor has 180 days from the date of the SPE's decision to appeal to a court of competent jurisdiction.

(f) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Agency 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.

(g) The Agency 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, interest shall be paid from the date that the Contracting Officer initially receives the perfected claim. Defective certifications are defined as failing to comply with any portion of (c) (2) or (c) (3) of this clause. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, 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.

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

**6.203 Non-Appropriated Funded Agency – FHFA (APR 2025)**

(a) Under the Housing and Economic Recovery Act of 2008, FHFA was established as an independent agency in the Executive Branch of the Federal Government.

(b) Notwithstanding any other provision or clause contained herein, whether express or incorporated by reference, FHFA is a non-appropriated funded agency. As such, FHFA is not subject to the Federal Acquisition Regulation (FAR). FHFA only references the FAR to leverage consistent maintenance and citation of underlying, statutorily-required contracting processes and guidance.

(c) The Contractor understands that FHFA is not subject to the Contract Disputes Act of 1978 and that FHFA has its own disputes process as set forth in the clause contained herein and entitled "Disputes."

**6.204 Public Release of Contract Award and Publicity Information (AUG 2012)**

(a) The Contractor, its affiliates, agents or subcontractors, and their respective employees, shall not issue press releases or provide other information to the public or media regarding any FHFA contract award.

(b) The Contractor, its affiliates, agents or subcontractors, and their respective employees, shall not make statements to the media or issue press releases regarding their performance under this Contract.

(c) The Contractor may not issue or sponsor any advertising or publicity that states or implies that FHFA endorses, recommends or prefers the Contractor's services or products.

(d) The Contractor agrees to include this clause in all its subcontracts under this contract.

**6.206a Invoicing via Invoice Processing Platform (APR 2025)**

All invoices shall be submitted via the Invoice Processing Platform (IPP). The IPP is a secure, web-based electronic invoicing and payment information service.

**IPP Submission**

The IPP website address is https://www.ipp.gov. Contractor assistance with enrollment can be obtained by contacting the ARC IPP Help Desk via email at IPPDisburser@fiscal.treasury.gov or (304) 480-8000, Option 7.

**Invoice Contents**

Ensure that the invoice complies with all other payments and invoicing instructions and terms within the Contract. In addition to the invoicing fields required by IPP, the vendor shall ensure the IPP submission of their invoice includes any substantiating documentation or information as considered necessary by the COR or Contracting Officer to support the invoice, including the following items:

(a) Description, cost or price, and quantity of property (including any partial quantities) and/or services actually delivered or rendered;
(b) Price; hourly rates; other costs, less applicable discounts;
(c) Contractor timesheets including dates and times of performance of Contractor employees; and/or
(d) Name of the authorized employee(s) performing services

For payment and invoice questions, contact the Accounts Payable Branch at (304) 480-8000, Option 7 or via email at AccountsPayable@fiscal.treasury.gov.

Typically, Contractors submit invoices on a monthly basis but, if necessary, may submit invoices more frequently. However, FHFA reserves the right to explicitly dictate and change, in writing, invoice submission frequency if issues arise from current submission practices.

**6.211 Commercial Supplier Agreement Terms and Conditions (JAN 2025)**

1. *Definitions.*

A. "Commercial Supplier Agreement" means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of "commercial products and commercial services" set forth in Federal Acquisition Regulation (FAR) 2.101 and intended to create a binding legal obligation on the end user. Commercial Supplier Agreements are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any product or service. The term applies–

(i) Regardless of the format or style of the document. For example, a Commercial Supplier Agreement may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a Contract or order;

(ii) Regardless of the media or delivery mechanism used. For example, a Commercial Supplier Agreement may be presented as one or more paper documents or may appear on a computer or other electronic device screen during

a purchase, software installation, other product delivery, registration for a service, or another transaction.

B. “Contractor” means the party entering into a written contract with the Federal Housing Finance Agency (hereinafter, “FHFA” or “the Government”) in which a Commercial Supplier Agreement is incorporated, as well as any licensor or other third party (e.g., the manufacturer or provider of a software product or service) who seeks to assert rights pursuant to the Commercial Supplier Agreement.

C. “Contract” means the signed, written agreement between FHFA and Contractor, which shall include the Commercial Supplier Agreement, as amended by this clause.

2. *Applicability.* The following terms and conditions apply to any Commercial Supplier Agreement as defined in this clause. These terms take precedence and supersede any conflicting or contrary terms in a contractor, subcontractor or associated third party Commercial Supplier Agreement. When any supply or service acquired under this Contract is subject to a Commercial Supplier Agreement, the terms of this clause shall be deemed incorporated into the Commercial Supplier Agreement. In addition, the Commercial Supplier Agreement, as modified by this clause, is incorporated into the Contract between Contractor and FHFA for the acquisition of the supply or service (including all contracts, task orders, and delivery orders). For accepted terms under the Commercial Supplier Agreement, FHFA may be bound as end user, but a Government employee or person acting on behalf of the Government will not be bound in their personal capacity. If a Commercial Supplier Agreement is not required for the goods and services performed by Contractor, all the terms listed below in this clause are not applicable to the Contract.

3. *Contract Formation.* All terms intended to bind FHFA must be included in static text form and be incorporated into the Contract signed by FHFA. Neither FHFA nor any authorized end user shall be deemed to have agreed to any terms in the Commercial Supplier Agreement or any terms of any associated third-party agreement by a click box or other comparable mechanism (e.g., “click-wrap” or "browse-wrap" agreements) and such purported execution: a) does not bind FHFA or an authorized end user; and b) is null and void.

4. *Authorization.* By executing the Contract, Contractor represents that it is duly authorized to enter into the Contract, including any amendments to the Commercial Supplier Agreement, as incorporated into the Contract.

5. *Venue.* Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

6. *Limitations on Actions.* Any language prescribing a different time period for bringing an action, claim, or dispute than that prescribed by applicable Federal law is hereby deleted.

7. *Arbitration and Equitable or Injunctive Relief.* In the event of a claim or dispute arising under or relating to the Contract, binding arbitration shall not be used. Equitable or injunctive relief, including award of attorney fees, costs, or interest, may be awarded against FHFA only when explicitly provided by statute (e.g., Prompt Payment Act). Any terms in the Commercial Supplier Agreement requiring that disputes be submitted to arbitration or that asserts the Contractor has the right to injunctive relief, attorney fees, costs, or interest are null and void and shall not be enforceable against the Government.

8. *Updating Terms.* After award, the Contractor may unilaterally revise terms if they are not material. A material change is defined as: (A) terms that significantly change the Government's rights or obligations; (B) terms that increase the Government's prices; (C) terms that decrease overall level of service; or (D) terms that limit any other Government right addressed elsewhere in the Contract. Any revision that would materially change the terms of the Contract must be agreed to in writing by FHFA and documented via a modification to the Contract. Any terms or conditions unilaterally revised by Contractor 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.

9. *Representation.* Any clause in the Commercial Supplier Agreement requiring the Contractor to defend or indemnify the end user is hereby amended to provide that FHFA will determine representation of the Government in any such action, in accordance with 28 U.S.C. § 516 and 12 U.S.C. § 4513(c)(1).

10. *Limitation of Liability*. Any Limitation of Liability provision in the Commercial Supplier Agreement will end with the following sentence: "The foregoing exclusions and limitations of liability shall not apply to Contractor's indemnification obligations under this Contract or in the case of damages caused by Contractor's fraud or willful misconduct." Notwithstanding anything to the contrary in the Commercial Supplier Agreement, nothing in the Contract or the Commercial Supplier Agreement shall impair the Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including but not necessarily limited to, the False Claims Act, 31 U.S.C. §§ 3729-3733.

11. *Audit.* Any clause in the Commercial Supplier Agreement permitting Contractor to audit compliance under the Contract is hereby amended as follows:

a. Discrepancies found in an audit may result in a charge by Contractor to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the Contract.
b. Any charges resulting from an audit may be disputed by the Government and will be resolved in accordance with the Disputes clause of this Contract; no payment

obligation shall arise on the part of the Government until the conclusion of the dispute process.

c. Any audit requested by Contractor will be performed at Contractor's expense, without reimbursement by the Government.

d. Any audit may only be conducted if the auditor satisfies FHFA's security requirements for access to its facilities, systems, and information.

12. *Term and Termination.* The term of the Contract shall be as specified in the Contract and any terms in the Commercial Supplier Agreement conflicting with that period of performance are hereby deleted. Contractor cannot unilaterally revoke, terminate, or suspend the Contract. In the event of a dispute, the requirements specified in the Disputes clause of the Contract will apply.

13. *Disputes and Continued Performance.* The Contractor shall not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by this Contract. If Contractor believes FHFA is in breach of the Contract, it shall pursue its rights under the Disputes clause of the Contract while continuing performance.

14. *Confidentiality and Document Retention.* If the Commercial Supplier Agreement includes a confidentiality clause, it shall be amended to state that the Government and Government employee's obligations with regard to confidentiality are governed by Federal law, including, but not limited to, the Trade Secrets Act, 18 U.S.C. § 1905 and the Freedom of Information Act, 5 U.S.C. § 552. To the extent that the confidentiality language conflicts or in any way purports to alter the Government or a Government employee's obligations with regard to confidentiality, such language shall be null and void and will not be enforceable against the Government.

15. *Document and Information Retention.* The Government may retain any documents,
information, or confidential information obtained pursuant to this Contract as required by law, regulation, or its internal recordkeeping requirements; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this Contract.

16. *Indemnification.* Any language requiring FHFA to indemnify, defend, or hold harmless Contractor or a related third-party is null and void and is unenforceable against the Government.

17. *Automatic Renewal.* Except as otherwise expressly agreed to by the Government, any provision requiring automatic renewal of the Contract is unenforceable against the Government.

18. *Integration.* Any integration clause in the Commercial Supplier Agreement shall be amended to recognize the associated Contract and this clause as part of the "entire agreement."

19. *Governing Law.* This Contract shall be governed by Federal law. 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 or foreign governing body, except where Federal law expressly provides for the application of such laws, is hereby deleted.

20. *Assignment.* Assignment of the Contract and any obligations/rights thereunder is prohibited except where expressly authorized in accordance with the FAR subpart 42.12, or for payment purposes, FAR 52.212-4.

21. *Payment.* The terms of payment shall be governed by FHFA's invoicing and payment clauses. Any terms in the Commercial Supplier Agreement referring to automatic increases in prices or the imposition of charges that are not specified and expressly agreed to by FHFA in writing are hereby deleted. Contractor may seek payment for any such charges pursuant to a bilateral modification to the Contract.

22. *Taxes.* As a United States federal government agency, FHFA is exempt from paying any City, County, State, and Federal taxes.

23. *Marketing/Use of FHFA Name or Logo.* Contractor shall not use FHFA's name, logo, or marks, including publicly listing FHFA as a client/customer, without the express written permission of FHFA. Any reference to use of FHFA's name, logo, or marks or any requirement for FHFA to assist Contractor in its marketing efforts is hereby deleted.

**6.212a Order of Precedence- FHFA Contracts (JAN 2022)**

In addition to any Order of Precedence Clause included within the Contract, including but not limited to FAR 52.212-4(s) (Contract Terms and Conditions—Commercial Products and Commercial Services), FAR 52.214-29 (Order of Precedence—Sealed Bidding), FAR 52.215-8 (Order of Precedence—Uniform Contract Format), FAR 52.241-2 (Order of Precedence—Utilities), any conflict between a unique FHFA clause and a FAR clause will be resolved by giving precedence to the FHFA's clause regardless of its position within an already stated order of precedence. Otherwise, the existing FAR Order of Precedence clause in the contract will govern any conflict or ambiguity.

**6.212b Order of Precedence- License Agreements (JUN 2019)**

Contractor accepts all terms and conditions in this Contract, TBD. Except as expressly noted in this purchase order, the terms and conditions of this Contract take precedence over any terms and conditions of Contractor's license agreement and any supplemental documents. Except as expressly noted in this contract, if any terms and conditions of the Contractor's license agreement and/or supplemental documents conflict with the terms and conditions of this Order, the terms and conditions of this Contract shall govern.

## 6.219 FHFA Contract Oversight Personnel (APR 2013)

**Contracting Officer's Representative (COR)**. The COR is the person designated in writing by the Contracting Officer to represent FHFA for the purpose of monitoring technical performance and accepting goods or services. The COR is not authorized to issue any instructions or directions that effect any substantive change in this contract, including, but not limited to, an increase or decrease in the price of this contract, or a change in the delivery date(s) or Period of Performance. Specific areas of delegated authority are more particularly defined in the COR Appointment letter issued by the Contracting Officer. If the Contractor does not receive a copy of the COR appointment letter at contract execution, the Contractor shall immediately request it from the Contracting Officer. If there is change of COR, the Contracting Officer will issue an updated appointment letter.

## 6.223 Information Communication Technology (ICT) Accessibility (MAY 2019)

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, all Information Communication Technology (ICT) developed, acquired, maintained, or used under this task order must comply with the Revised 508 Standards set forth in 36 CFR Part 1194, unless FHFA determines, in its sole discretion, that an exception to 508 compliance is applicable. Information about Section 508 is available at http://www.section508.gov/. The complete text of the Revised 508 Standards can be accessed at https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule.

(b) The Section 508 accessibility standards applicable to this task order are identified in the Statement of Work. The Contractor is obligated to provide and maintain the level of 508 compliance established at the time of award (i.e., full compliance, or if accepted by FHFA, the level of compliance established in the Contractor's Accessibility Conformance Report (ACR) at the time of award). If, after award, the Government determines that the ICT provided by the Contractor does not or no longer meets the required accessibility standards, the Contractor shall provide an updated ACR within 10 calendar days of receiving a notice of nonconformance from the Contracting Officer. Any remediation of the ICT to the level of conformance specified in this purchase order will be the responsibility of the Contractor and at its own expense.

(c) In the event of a modification(s) to this task order, which adds new or modifies existing ICT, the Contracting Officer may require that the Contractor submit a completed or updated ACR (found at https://www.itic.org/policy/accessibility/vpat) within 10 calendar days or as directed.