Contract Clauses for Services

Contract Clauses incorporated by reference

52.246-4 INSPECTION OF SERVICES-FIXED-PRICE (AUG 1996)
52.242-15 STOP-WORK ORDER (AUG 1989)
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)
52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)
52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)
52.213-4 TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (MAR 2026)
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-3 CONVICT LABOR (JUNE 2003) 52.222-4 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS-OVERTIME COMPENSATION (MAY 2018)
52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)
52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MAY 2014)
52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022)
52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)
52.225-1 Buy American-Supplies (OCT 2022) 52.226-8 52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
52.229-4 FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (FEB 2013)
52.232-1 52.232-1 PAYMENTS (APR 1984)
52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11 52.232-11 EXTRAS (APR 1984)
52.232-17 52.232-17 INTEREST (MAY 2014)
52.232-18 AVAILABILITY OF FUNDS (APR 1984)
52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-25 PROMPT PAYMENT (JAN 2017)

.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-36 PAYMENT BY THIRD PARTY (MAY 2014)
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
52.233-1 DISPUTES (MAY 2014)
52.233-3 PROTEST AFTER AWARD (AUG 1996)
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-3 CONTINUITY OF SERVICES (JAN 1991)
52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025)
52.245-1 GOVERNMENT PROPERTY (SEP 2021)
52.245-9 USE AND CHARGES (APR 2012)
52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
52.246-26 REPORTING NONCONFORMING ITEMS (AUG 2024)
52.248-1 VALUE ENGINEERING (JUN 2020)
52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)
52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.249-12 TERMINATION (PERSONAL SERVICES) (APR 1984)
52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984)
52.250-5 SAFETY ACT-EQUITABLE ADJUSTMENT (FEB 2009)
52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)
52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

Clauses incorporated by full text

52.211-8 TIME OF DELIVERY (JUNE 1997) (a) The Government requires delivery to be made according to the following schedule: Required Delivery Schedule Item No. _____ _____ _____ Quantity _____ _____ _____ Within Days After Date of Contract _____ _____ _____ The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than

required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply. Offeror's Proposed Delivery Schedule Item No. _____ _____ _____ Quantity _____ _____ _____ Within Days After Date of Contract _____ _____ _____ (b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejec

(End of clause)

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause. (b) The permissible variation shall be limited to: _____ Percent increase _____ Percent decrease This increase or decrease shall apply to _____.* (1) The total contract quantity; (2) Item1 only; (3) Each quantity specified in the delivery schedule; (4) The total item quantity for each destination; or (5) The total quantity of each item without regard to destination. (End of clause) 52.202-1 DEFINITIONS 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 1.108, then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.108.

(End of clause)

52.222-90 ADRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS Addressing DEI Discrimination by Federal Contractors (Deviation DATE) (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; DRAFT 70Z03326FSEAT0022 Page 8 of 14 (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 are 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)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) Funds are not presently available for performance under this contract beyond _____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

ELECTRONIC SUBMISSION OF PAYMENT INSTRUCTIONS In addition to FAR clause 52.232-33 the following instructions pertain to electronic submission of payment requests for FSMS Awards (a) Definitions. As used in these instructions - (1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must: comply with the requirements identified in FAR

32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract. In addition, discount offerings and small business status if available must be stated. If travel was allowable and approved, components in accordance with FAR 31.205-46 must be provided. (b) Except as provided in paragraph (c) of this clause, the contractor must submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP DRAFT Customer Support contact information, is available at www.ipp.gov or any successor site. 70Z03326FSEAT0022 Page 9 of 14 (c) The contractor may submit payment requests using a method other than IPP only when the contracting officer authorizes alternate procedures in writing in accordance with Coast Guard procedures. (d) If alternate payment procedures are authorized, the contractor must include a copy of the contracting officer's written authorization with each payment request. (e) IPP enrollment information is at https://www.uscg.mil/fincen/IPP/. 58 (f) Receiving Official: TBD Invoice Approver Official: TBD Officer's Representative: TBD Electronic Submission of Payment Requests (a) Definitions. As used in these instructions - (1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must: comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract. In addition, discount offerings and small business status if available must be stated. If travel was allowable and approved, components in accordance with FAR 31.205-46 must be provided. (b) The contractor must submit payment requests electronically using the Invoice Processing Platform (IPP). The contractor will submit payment requests using the blank form in IPP. (c) Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site. (d) IPP enrollment information is at https://www.uscg.mil/fincen/IPP/. (e) Receiving Official: TBD Invoice Approver Official: TBD Contracting Officer's Representative: TBD

52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (JUL 2013) (a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract. (b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c). (c) Designated Office: Name: _____ _____ Mailing Address: _____ Telephone Number: _____ Person to Contact: _____ Electronic Address: _____

(End of clause)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012) DRAFT 70Z03326FSEAT0022 Page 11 of 14 (a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation. (b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance. (c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense. (d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract. (e) Government property provided under this clause: _____
(End of clause)

52.246-20 WARRANTY OF SERVICES (MAY 2001) (a) Definition."Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract. (b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor _____[Contracting Officer shall insert the specific period of time in which notice shall be given to the Contractor; e.g.,"within 30 days from the date of acceptance by the Government,"; within 1000 hours of use by the Government;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice shall state either (1) That the Contractor shall correct or reperform any defective or nonconforming services; or (2) That the Government does not require correction or reperformance. (c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price. (d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

52.247-69 REPORTING REQUIREMENT FOR U.S.-FLAG AIR CARRIERS REGARDING TRAINING TO PREVENT HUMAN TRAFFICKING (FEB 2006) (a) Definitions. As used in this clause— Human trafficking means "Severe forms of trafficking in persons" or "Sex trafficking." 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. (b) Annual reporting requirement. (1) In accordance with 49 U.S.C. 40118(g), the Contractor shall provide the annual report described in paragraph (b)(2) of this clause by October 30th, via email, to the following agencies: (i) General Services Administration: TraffickingPreventionReport@gsa.gov; (ii) U.S. Department of Transportation: trafficking@dot.gov; (iii) Department of Labor: AirCarrier-HTreports@dol.gov; (iv) Transportation Security Administration: ics-cchtfams@tsa.dhs.gov; (v) U.S. Customs and Border Protection: CLP@cbp.dhs.gov; and (vi) DHS Center for Countering Human Trafficking: Info@CCHT.dhs.gov. (2) The annual report shall include information from the preceding Government fiscal year (October 1 through September 30) regarding— (i) The number of personnel trained in the detection and reporting of potential human trafficking, including the training required under 49 U.S.C. 44734(a)(4); (ii) The number of notifications of potential human trafficking victims received from staff or other passengers; and (iii) (A)Whether the Contractor notified the Global Human Trafficking Hotline, another comparable hotline, or law enforcement at the relevant airport of the potential human trafficking victim for each such notification of potential human trafficking; and (B) If the Contractor made a notification, the date the notification was made and the method of notification (e.g., text to Hotline, call to law enforcement). (c) Training. In accordance with 49 U.S.C. 44734 and 44738, personnel trained in the detection and reporting of potential human trafficking should include the following: (1) Flight attendants; (2) Ticket counter agents; (3) Gate agents; and (4) Other air carrier workers whose jobs require regular interaction with passengers.
(End of clause)

52.252-2CLAUSES 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): _____

_____ _____
(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984) Portions of this contract are altered as follows: [52.252-4 Alterations@]
(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020) (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause. (b) The use in this solicitation or contract of any _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
(End of clause)