

Department of State GSE&SC TERMS AND CONDITIONS FOR FIRM FIXED PRICE PURCHASE ORDERS FOR COMMERCIAL ITEMS ON A FEDERAL CONTRACT

change in control, Seller will promptly notify Buyer in writing, and provide the identity and information on the potential new controlling party and the transaction as Buyer may request, consistent with applicable law and confidentiality restrictions.

14. **SETOFF/DISALLOWANCE OF PAYMENT.** All payments made under this Order, including those to an approved assignee, shall be subject to setoff or recoupment for any present or future claim or claims that Buyer may have against Seller, including any amount paid to the Seller disallowed by the Government Contracting Officer. If Buyer is required, because of any action of the Seller, to refund or credit to the Government any amount with respect to an item of cost for which Buyer has reimbursed the Seller, the Seller shall, upon written demand by Buyer, promptly repay such amount. Buyer reserves the right to make settlements, or adjustments, or both, with the Seller under the terms of this Order, notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the approved assignee.
15. **PRICE WARRANTY.** Seller warrants that the prices, terms, warranties, and benefits specified in this Order are comparable to or better than those offered to any other of Seller's customers for the same or substantially similar items.
16. **ETHICAL BUSINESS PRACTICES.** Seller hereby represents and warrants that, in connection with this Purchase Order and the supply of the goods and services hereunder, Seller has not and will not pay, offer, promise to pay or authorize a payment, directly or indirectly through any other person or any entity, of any monies or anything of value to (a) any person employed by or acting for or on behalf of Buyer, or (b) any Government official or employee or any political party or candidate for political office, for the purpose of inducing or rewarding any favorable action with regard to the sale or purchase of the goods or services subject to this Purchase Order. Any incidents of unethical practices and/or procurement fraud may be reported anonymously through the use of Buyer's Business Ethics and Procurement Fraud Hotline at (800) 433-8442 for United States and Canada or for International go to www.gd.ethicspoint.com.
17. **SELLER CONTACT WITH BUYER'S CUSTOMER AND OTHER THIRD PARTIES.**
 - 17.1 Unless specifically authorized in writing by Buyer, Seller shall not discuss this Order with third parties. Buyer shall be primarily responsible for all liaison and communications with Buyer's Customer and Buyer's other vendors, and Seller shall in no way interfere with such liaison efforts or communications. Seller shall not engage in discussions with Buyer's Customer or other vendors related to any dispute between the Seller and Buyer or any other matter that may adversely impact the Buyer's relationship with its Customer.
 - 17.2 Seller shall immediately notify the Buyer in writing, if at any time the Seller believes the Buyer's Customer is effecting a change to the Seller's scope of work under this Order or otherwise directs the Seller in any way. Seller is prohibited from agreeing to any changes or assuming obligations on behalf of the Buyer.
 - 17.3 This clause does not prohibit Seller from communicating with the Government with respect to (i) matters that Seller is required by law or regulation to communicate to the Government; (ii) fraud, waste or abuse communicated to a designated investigative or enforcement representative of a Federal department or agency authorized to receive such information; or (iii) any matter for which this Order (including any incorporated FAR provision) expressly provides for direct communication by Seller to the Government.
18. **TITLE AND RISK OF LOSS.** Unless otherwise provided in this Purchase Order, the F.O.B. point shall be the delivery destination indicated in this order, and title to the Supplies and risk of loss or damage shall pass to Buyer upon Buyer's acceptance of the Supplies regardless of where Buyer takes physical possession.
19. **PACKAGING AND PACKING.** Seller shall be responsible for safe packing in conformity with transportation regulations, good commercial practices, and any other direction by Buyer. Seller must number all packages within a shipment with the corresponding numbers shown on the invoice. Seller shall include an itemized packing list bearing the Buyer Purchase Order number, manufacturer part number/model, model number, description of items shipped, and any other information called for in the Purchase Order.
20. **INVOICES.** An itemized invoice shall be submitted electronically to Acctspay-invoice@gdit.com or APWorkflow@csra.com as noted on the face of the purchase order. The invoice must contain the same Purchase Order number, description of supplies/services, quantity, unit price, extended price, PO line number, part number, and any additional information specified by Buyer in accompanying documentation. The invoice must also include invoice number, invoice date, remit to address and a breakout of tax and freight charges (if applicable). Any invoice with missing or incorrect information will be rejected. The Seller will be required to resubmit a corrected invoice for payment.
21. **PAYMENT TERMS.**
 - 21.1 Payment can be made via EFT or check. To accept payment via EFT, the EFT Authorization Remit Form must be filled out at www.paymode.com/gdist or emailed to ProcurementCompliance@csra.com. Unless otherwise specified in this Purchase Order, terms of payment are "Net 60 days." If a discount for prompt payment of Seller's invoice is allowed, payment shall be made within the allowable period to qualify for such discount. The time allowable for payment shall begin after both: (a) Buyer's receipt of Seller's proper invoice, and (b) delivery and Customer acceptance of conforming Supplies. Any travel expenses to be incurred by Seller must be approved in advance by Buyer in writing.
 - 21.2 Each payment made shall be subject to reduction to the extent of amounts which are found by Buyer or Seller to not have been properly payable, and shall also be subject to reduction or overpayments. Seller shall promptly notify Buyer of any such overpayments and remit the overpaid amount except as otherwise directed by Buyer.
 - 21.3 Payment shall be deemed to have been made as of the date of mailing Buyer's payment or electronic funds transfer.
 - 21.4 Unless otherwise specified and agreed to in the Purchase Order, prices include all applicable federal, state, and local taxes, duties, tariffs, and similar government imposed fees, all of which shall be listed separately on the invoice. Only items and

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51.7 If Buyer determines that any certification made by Seller under this Article 51 Conflict Minerals is inaccurate or incomplete in any respect, then Buyer may terminate this Order pursuant to the provision per Section 31 "TERMINATION FOR DEFAULT" above.

52. FACILITIES, TOOLS, AND PLANT VISITS.

Unless otherwise specified herein, Seller shall supply all necessary services, facilities, materials, and equipment (including, but not limited to, tools, test apparatus, etc.)

During performance of this Order, authorized representative of Buyer or Buyer's customer shall have the right to visit Seller's facilities involved in the performance hereunder at any time during normal business hours to conduct reviews, monitor, coordinate, or expedite performance and to secure necessary information for such purposes. Such visits will be coordinated with Seller's appropriate personnel to minimize any effect on Seller's normal operations.

53. SUBSTITUTION. Seller agrees not to substitute materials or other components of an Item without prior written consent by Buyer.

54. CERTIFICATION OF AUTHENTICITY AND TRACEABILITY. Seller certifies to Buyer that all material furnished under this purchase order is genuine, new and unused. Seller certifies that all material is traceable to the point of manufacture and that complete material pedigree is known and can be furnished by Buyer upon request. Seller will have a documented procedure that defines the method for controlling records that are created by and/or retained by Seller. The Seller shall notify Buyer thirty (30) calendar days prior to the destruction or disposal of records associated with this order.

55. COUNTERFEIT PARTS.

Seller warrants that it has policies and procedures in place (or similar measures in the absence of such policies and procedures) to ensure that none of the supplies or materials furnished under this Order are "suspect or counterfeit parts" and certifies to the best of its knowledge and belief that no such parts shall be furnished to Buyer. For the purposes of this Order, "suspect or counterfeit parts" refers to any parts, including those of new manufacture, that are misleadingly labeled to provide the impression that they are of a different class or quality or from a different source than is actually the case, or that represent gray market parts. Suspect or counterfeit parts also refer to refurbished parts, complete with false labeling, that are represented as new parts. Any parts that a redesignated as suspect by the US Government, such as parts listed in alerts published by the Defense Contract Management Agency under the Government-Industry Data Exchange Program (GIDEP) are also considered suspect or counterfeit parts. If Buyer reasonably determines that Seller has supplied suspect or counterfeit parts, Buyer shall notify Seller and Seller shall immediately replace the suspect or counterfeit parts with parts acceptable to Buyer. Notwithstanding any other provision contained herein, Seller shall be liable for all costs, fees, and penalties incurred by Buyer associated in any way with the removal and replacement of the suspect or counterfeit parts, including without limitation Buyer's external and internal costs of removing such suspect or counterfeit parts, of reinserting replacement parts and of any testing necessitated by the reinstallation of Seller's goods after suspect or counterfeit parts have been exchanged. The warranties provided by Seller under this paragraph shall survive any termination or expiration of this Order. **DISCONTINUANCE OF MANUFACTURE.** Should Seller decide to discontinue manufacture of the Items purchased by Buyer under this Purchase Order, Seller: (1) shall provide written notice to Buyer of the intended supply discontinuance; and (2) shall provide Buyer a minimum of twelve (12) months from the written notification date to allow Buyer to place final "lifetime buy" purchase orders for the Items at a unit price to be negotiated, but in no event higher than the unit price provided in this Purchase Order. In the event one or more "lifetime buy" purchase orders are made during such twelve (12) month period, Seller shall deliver the purchased Items to Buyer no later than six (6) months after the end of the "lifetime buy" period. Seller's obligations under this clause shall extend for two (2) years beyond the effective date of this Purchase Order, irrespective of whether the Purchase Order is completed/terminated within the two (2) year period..

56. OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAM (OFCCP).

Buyer and Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors, subcontractors and forwarders take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

57. REPRESENTATIONS AND CERTIFICATIONS.

All representations and certifications, which the Seller submitted to Buyer in connection with the award of this Order, are incorporated herein and made a part hereof and Buyer has relied such upon in issuing this Order. The Seller shall promptly advise Buyer should there be any change in Seller's status with respect to these representations and certifications.

58. RECORDS AND AUDITS

In addition to the rights accorded to the United States under FAR 52.215-2, Buyer may audit the records of the Seller during Seller's normal business hours. In the event, Buyer and Seller are competitors on other contracts, such audit will be conducted either by an independent third party agreeable to both Parties or, in the case where Deliverables are being procured for a U.S. Government contract, by the Comptroller General, the procuring agency, or representatives or auditors of the procuring agency such as the DCAA. If this Purchase Order is for the acquisition of Commercial Items, this does not apply.

59. PRIORITY RATING

If this Purchase Order contains a DPAS rating, this order is a "rated order" certified for national defense, emergency preparedness, and energy program use, and the Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700)

60. REPORTING ON EXECUTIVE COMPENSATION

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The Buyer is required to report the names and executive compensation of the five most highly compensated subcontractor employees. Buyer requires the names and total compensation amounts of the five most highly compensated executives during the preceding fiscal year in order to be able to fulfill the requirements of FAR 52.204-10(b).

61. WORK ON BUYER AND THIRD PARTY PREMISES

"Premises" as used in this clause means premises of Buyer, its customers, or other third parties where Work is being performed.

61.1 SELLER shall ensure that SELLER personnel working on Premises comply with any on-premises policies and: (i) do not bring weapons of any kind onto Premises; (ii) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on Premises; (iii) do not possess hazardous materials of any kind on Premises without Buyer's authorization; (iv) remain in authorized areas only; (v) do not conduct any non-Buyer related business activities (such as interviews, hirings, dismissals or personal solicitations) on Premises, (vi) do not send or receive non-Buyer related mail through Buyer's or third party's mail systems; (vii) do not sell, advertise or market any products or memberships, distribute printed, written or graphic materials on Premises without Buyer's written permission or as permitted by law; and (viii) follow instruction from Buyer in the event of an actual or imminent safety or environmental hazard on Premises.

61.2 All persons, property, and vehicles entering or leaving Premises are subject to search.

61.3 SELLER shall promptly notify Buyer and provide a report of any accidents or security incidents involving loss of or misuse or damage to Buyer, customer, or third party intellectual or physical assets, and all physical altercations, assaults, or harassment.

61.4 Prior to entry on Premises, SELLER shall coordinate with Buyer to gain access. SELLER shall provide information reasonably required by Buyer to ensure proper identification of personnel, including, but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status. (2) SELLER personnel requiring unescorted access to Premises shall, prior to entry, be screened by SELLER at no charge to Buyer through the Buyer Contractor Screen Program, or otherwise screened by SELLER in a manner satisfactory to Buyer.

61.5 SELLER shall ensure that SELLER personnel: (i) do not remove Buyer, customer, or third party assets from Premises without Buyer authorization; (ii) use Buyer, customer, or third party assets only for purposes of this Purchase Order; (iii) only connect with, interact with or use computer resources, networks, programs, tools or routines authorized by Buyer; and (iv) do not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. Buyer may periodically audit SELLER's data residing on Buyer, customer, or third party assets on Premises.

61.6 Buyer may, at its sole discretion, have SELLER remove any specified employee of SELLER from Premises and require that such employee not be reassigned to any Premises under this Purchase Order.

61.7 Violation of this clause may result in termination of this Purchase Order in addition to any other remedy available to Buyer at law or in equity. SELLER shall reimburse Buyer, customer, or third party for any unauthorized use of Buyer, customer, or third party assets.

61.8 SELLER shall advise the Buyer Procurement Representative of any unauthorized direction or course of conduct.

61.9 SELLER shall immediately report to Buyer all emergencies (e.g., medical, fire, spills or release of any hazardous material) and non-emergency incidents (e.g., job-related injuries or illnesses) affecting the Work. SELLER shall provide Buyer with a copy of any reports of such incidents SELLER makes to governmental authorities.

62. SURVIVABILITY. This Purchase Order expires, or is terminated, Seller shall not be relieved of those obligations contained in the following clauses: 3, 14, 17, 24, 25, 31, 32, 34, 36, 40, 44, 46 and 49.

63. COMMERCIAL ITEMS ACQUIRED UNDER THE FEDERAL ACQUISITION REGULATION (FAR) / DEPARTMENT OF STATE ACQUISITION REGULATION CLAUSES (DoSAR)

This Order incorporates the following FAR & DOSAR clauses by reference. The clauses have the same force and effect as if they were given in full text. The full text of the clauses can be accessed at: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/and>, upon written request, Buyer will provide the Seller the full text copy of the clauses.

If the date of any of the clauses listed below differs from the date of the clause incorporated in the Prime Contract (or if the Prime Contract incorporates an Alternate version), the version incorporated in the Prime Contract shall apply instead.

Seller shall incorporate these flow-down clauses in any lower-tier Order approved under this Order.

Unless otherwise specified below, the terms below shall have the following meaning in the clauses referenced herein, references to

- "Disputes" clause shall mean the Disputes clause of this Order
- "Commercial Item" means a Commercial Item as defined in FAR 2.101.
- "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101
- "Contract" means this Order
- "Contracting Officer" shall mean the United States Government Contracting Officer for the Prime Contract.
- "Contractor" or "Offeror" shall mean Seller.
- "Prime Contract" shall mean the Prime Contract.
- "Subcontract" shall mean any contract placed by Prime Contractor or its lower-tier subcontractors under this Order

Seller agrees that upon request of Buyer it will negotiate in good faith with Buyer relative to changes amending this Purchase Order to incorporate additional provisions herein or to change provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the amendments to that Prime Contract. If any such amendment

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to this Purchase Order causes an increase or decrease in cost or schedule for any of the work under this Purchase Order, and equitable adjustment may be made pursuant to the "Changes" clause in this Purchase Order.

If any designs, drawings, equipment, tooling, engineering data, or other technical data or proprietary information which the US Government owns or has the right to authorize the use of are furnished by the Buyer to the Seller, nothing herein shall be construed to mean that Buyer, acting on its own behalf, may modify or limit any rights the Government may have to authorize Seller's use of such Furnished Items in support of other US Government prime contracts.

Notes: The following notes apply to the clauses incorporated by reference below when specified following the clause in parentheses.

1. If Seller is an international contractor, this clause only applies the Purchase Order if work under the Purchase Order will be performed in the United States or the contractor will be recruiting employees from the United States to work on the Purchase Order.
2. Communication/notification required under this clause from/to Seller from the Contracting Officer shall be through the Buyer.

DOSAR Clauses Applicable at all levels unless otherwise noted:

652.204-70 Department of State Personal Identification Card Policy and Procedures (Feb 2015)
 652.225-71 Section 8(a) of the Export Administration Act Of 1979, As Amended (Aug 1999) (applicable at/over \$250,000)
 652.229-70 Excise Tax Exemption Statement for Contractors Within The United States (Jul 1988)
 652.229-71 Personal Property Disposition at Posts Abroad (AUG 1999)
 652.237-72 Observance of Legal Holidays and Administrative Leave (Feb 2015)
 652.239-71 Security Requirements For Unclassified Information Technology Resources (Sep 2007)
 652.242-73 Authorization and Performance (Aug 1999)
 652.243-70 Notices (Aug 1999)
 652.247-70 Notice of Shipments (Feb 2015)
 652.247-71 Shipping Instructions (Feb 2015)

FAR PART 12 – Commercial Items

The Seller shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this Purchase Order by reference, for the acquisition of Commercial Items (FAR Part 12) at all levels:

Applicable to all Acquisitions

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016) (Does NOT apply to COTS)
 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)
 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019)
 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
 52.222-21 Prohibition of Segregated Facilities (Apr 2015)
 52.222-26 Equal Opportunity (Sep 2016) (E.O. 11246)
 52.222-55 Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658)
 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706)
 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693)
 52.223-15 Energy Efficiency in Energy-Consuming Products (Dec 2007)
 52.225-13 Restrictions on Certain Foreign Purchases (June 2008)
 52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016)
 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
 52.239-1 Privacy or Security Safeguards (Aug 1996)
 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)

The Seller shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this Purchase Order by reference, for the acquisition of Commercial Items (FAR Part 12) at the cumulated levels indicated:

Acquisitions at/over \$2,500.00

52.222-41 Service Contract Labor Standards (Aug 2018)

Acquisitions at/over \$3,500.00

52.222-54 Employment Eligibility Verification (Oct 2015) (Does NOT apply to COTS)

Acquisitions at/over \$10,000.00

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496)



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52.223-18 Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513)

Acquisitions at/over \$15,000.00

52.222-36 Equal Opportunity for Workers with Disabilities (Jul 2014)

Acquisitions at/over \$30,000.00

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018)

Acquisitions at/over \$35,000.00

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (Does NOT apply to COTS)

Acquisitions at/over \$150,000.00

52.222-35 Equal Opportunity for Veterans (Oct 2015)

52.222-37 Employment Reports on Veterans (Feb 2016)

Acquisitions at/over \$180,000.00

52.225-5 Trade Agreements (Aug 2018)

Acquisitions at/over \$250,000.00

52.203-6 Restrictions on Subcontractor Sales to the Government Alt 1 (Oct 1995)

52.222-19 Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126)

Acquisitions at/over \$500,000.00

52.204-14 Service Contract Reporting Requirements (Oct 2016)

52.222-50 Combating Trafficking in Persons (JAN 2019) (Does NOT apply to COTS)

Acquisitions at/over \$700,000.00

52.219-8 Utilization of Small Business Concerns (Oct 2018)

52.219-9 Small Business Subcontracting Plan (Aug 2018)

52.219-16 Liquidated Damages—Subcontracting Plan (Jan 1999)

Acquisitions at/over \$5,500,000.00

52.203-13 Contractor Code of Business Ethics and Conduct (Oct 2015)

If Buyer's Purchase Order price is reduced because of a non-commercial item determination for Item(s) provided by the Seller; then the Buyer may make a corresponding reduction, excluding Buyer added G&A, and profit or fee, in the price of this Order or may demand payment of the corresponding amounts. Seller shall promptly pay amounts so demanded.