



**GSE&SC SUPPLEMENTAL GENERAL TERMS AND CONDITIONS FOR FIRM FIXED PRICE  
PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS ON A FEDERAL CONTRACT**

This supplement is applicable to the GSE&SC Prime Contract, Prime Contract # 19AQMM18C0185 only and amends the GDIT Standard Terms and Conditions entitled *General Terms and Conditions For Firm Fixed Price Purchase Orders For Non-Commercial Items on a Federal Contract*. Only these terms as indicated below are modified and all other terms and conditions of the original document remain unchanged.

Communication/notification required under this clause from/to Seller from the Contracting Officer shall be through the Buyer.

**A. REPLACEMENT CLAUSES:** The following clauses replace their corresponding clauses from the General Terms and Conditions For Firm Fixed Price Purchase Orders For Non-Commercial Items on a Federal Contract in their entirety as follows:

**11. TRANSPORTATION.** Unless otherwise provided in this Purchase Order, transportation charges for the shipping of Supplies shall be prepaid and separately invoiced to Buyer. No insurance or premium transportation costs will be allowed unless authorized by Buyer. In accordance with and subject to the "Title and Risk of Loss" clause below, risk of loss, regardless of cause, is Seller's responsibility until the conforming Supplies are accepted in compliance with the terms of transportation agreed upon in this Order. If Seller is delinquent in delivery, Buyer may require shipment by the fastest means available, and any premium transportation charges therefor shall be Seller's responsibility.

**21. PAYMENT TERMS.**

21.1 Payment can be made via EFT or check. To accept payment via EFT, Seller must enroll at [www.paymode.com/gdist](http://www.paymode.com/gdist). 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 for 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 amounts identified on the Purchase Order or otherwise agreed to in writing between the Buyer and Seller shall be included on Seller's invoice.

21.5 The final invoice shall be supported by a schedule of cumulative amounts incurred and billed to completion date. The Prime Contractor shall not be held liable for final invoices submitted later than ninety (90) days after completion of services unless mutually agreed upon.

**45. CYBER SECURITY.** Seller will safeguard Buyer, Government and/or Covered Defense Information (CDI) that resides in or transits through covered contractor information systems by applying specified network security controls in accordance with NIST Special Publication 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations (<https://csrc.nist.gov/publications/detail/sp/800-171/rev-2/final>). Data covered by the Purchase Orders must be maintained within the fifty states of the US. Upon identification, the Seller shall report cyber incidents, within 72 hours of discovery directly to Seller's Buyer. The Seller shall report any incident to Buyer in writing that results in an actual or potentially "adverse effect" on Buyer, Government and/or CDI and shall follow all applicable FAR clauses in regard to safeguarding and reporting requirements around cyber security and cloud computing. Additional information regarding Cyber Security is located at <https://www.gdit.com/about-gdit/our-partners/small-business-partners/cybersecurity-for-our-suppliers/>.

**B. ADDITIONAL CLAUSES:** The following clauses have been incorporated into the General Terms and Conditions For Firm Fixed Price Purchase Orders For Non-Commercial Items on a Federal Contract by reference:

**67.1** 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 Non-Commercial Items (FAR Part 15).

FAR Reference	Clause Title (Date)	Applicability
52.203-3	Gratuities (Apr 1984)	Acquisitions ≥ \$250,000
52.203-5	Covenant Against Contingent Fees (May 2014)	Acquisitions ≥ \$250,000
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (May 2014)	Acquisitions ≥ \$250,000
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	Acquisitions ≥ \$250,000
52.215-2	Audit and Records-Negotiation (Jun 2020)	Acquisitions ≥ \$250,000
52.215-13	Subcontractor Cost or Pricing Data - Modifications (May 2018)	Acquisitions ≥ \$2,000,000
52.222-19	Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O. 13706)	All Acquisitions
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 (Jun 2020)	Acquisitions ≥ \$15,000
52.223-3	Hazardous Material Identification and Material Safety Data (Alternate I applies only to Non-DoD Contracts which involves hazardous materials.) (Feb 2021)	All Acquisitions
52.223-6	Drug Fee Workplace	All Acquisitions
52.223-20	Aerosols (Jun 2016) (E.O. 13693)	All Acquisitions
52.223-21	Foams (Jun 2016) (E.O. 13696)	All Acquisitions
52.225-13	Restrictions on Certain Foreign Purchases (Feb 2021)	All Acquisitions

52.232-17	Interest (May 2014)	Acquisitions ≥ \$250,000
52.239-1	Privacy or Security Safeguards. (Aug 1996)	All Acquisitions

**67. DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES**

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

- C. REMOVAL OF CLAUSES:** The following clauses do not apply to GSE&SC and have been deleted from the General Terms and Conditions For Firm Fixed Price Purchase Orders For Non-Commercial Items on a Federal Contract in their entirety:

**66. PAST PERFORMANCE RATINGS FOR SMALL BUSINESS SELLERS**

**67.1 FAR CALUSES**

FAR Reference	Clause Title (Date)	Applicability
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts. (Oct 2016)	Doesn't Apply to GSE&SC
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)	Doesn't Apply to GSE&SC
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements. (May 2014)	Doesn't Apply to GSE&SC
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (Jun 2016) (E.O. 13693)	Doesn't Apply to GSE&SC
52.224-3	Privacy Training. (Jan 2017)	Doesn't Apply to GSE&SC
52.225-3	Buy American--Free Trade Agreements--Israeli Trade Act. (Oct 2022)	Doesn't Apply to GSE&SC

**67.2 DFARs CLAUSES** (removed in their entirety)