

52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Products and Commercial Services).

As prescribed in 13.302-5(d), insert the following clause:

Terms and Conditions—Simplified Acquisitions (Other Than *Commercial Products* and *Commercial Services*) (Jan 2022)

(a) The *Contractor* shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or *Executive* order:

(i) 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)).

(ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other *Covered Entities* (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iii) 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).

(iv) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

(v) 52.222-21, Prohibition of *Segregated Facilities* (Apr 2015).

(vi) 52.222-26, Equal Opportunity (*Sept* 2016) (E.O.11246).

(vii) 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).

(viii) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C.3553).

(ix) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub.L.108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jan 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business *Subcontractors* (Nov 2021).

(vii) 52.233-1, Disputes (May 2014).

(viii) 52.244-6, *Subcontracts* for *Commercial Products* and *Commercial Services* (Jan 2022).

(ix) 52.253-1, *Computer Generated Forms* (Jan 1991).

(b) The *Contractor* shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or *Executive* order:

(i) 52.204-10, *Reporting Executive Compensation and First-Tier Subcontract Awards* (Jun 2020)(Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

(ii) 52.222-19, *Child Labor-Cooperation with Authorities and Remedies* (Jan 2022) (E.O. 13126) (Applies to contracts for *supplies* exceeding the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract).

(iii) 52.222-20, *Contracts for Materials, Supplies, Articles, and Equipment.*, *Contracts for Materials, Supplies, Articles, and Equipment* (Jun 2020) (41 U.S.C. chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the *United States*, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, *Equal Opportunity for Veterans* (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(v) 52.222-36, *Equal Employment for Workers with Disabilities* (Jun 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the *United States* by *employees* recruited outside the *United States*). (For purposes of this clause, "*United States*" includes the 50 *States*, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, *Employment Reports on Veterans* (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(vii) 52.222-41, *Service Contract Labor Standards* (Aug 2018) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the *United States*, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii)

(A) 52.222-50, *Combating Trafficking in Persons* (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following *information* with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the *United States* to which the document applies).

(ix) 52.222-55, *Minimum Wages for Contractor Workers Under Executive Order 14026* (Jan 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the *United States* (the 50 *States*, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*))).

(x) 52.222-62, *Paid Sick Leave Under Executive Order 13706* (Jan 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the *United States* (the 50 *States* and the District of Columbia.))

(xi) 52.223-5, Pollution Prevention and Right-to-Know *Information* (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xii) 52.223-11, *Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons* (Jun 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).

(xiii) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration *Equipment* and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration *equipment* and air conditioners).

(xiv) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP)) will be-

(A) Delivered;

(B) Acquired by the *Contractor* for use in performing services at a Federally-controlled facility;

(C) Furnished by the *Contractor* for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xv) 52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain *high global warming potential hydrofluorocarbons* as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain *high global warming potential hydrofluorocarbons* or refrigerant blends containing *hydrofluorocarbons* as a foam blowing *agent*; or contracts for construction of buildings or facilities).

(xvii) 52.225-1, Buy American-*Supplies* (Nov 2021) (41 U.S.C. chapter 67) (Applies to contracts for *supplies*, and to contracts for services involving the furnishing of *supplies*, for use in the *United States* or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract, and the acquisition-

(A) Is set aside for *small business concerns*; or

(B) Cannot be set aside for *small business concerns* (see 19.502-2), and does not exceed \$25,000).

(xviii) 52.226-6, Promoting *Excess Food Donation to Nonprofit Organizations.*, Promoting *Excess Food Donation to Nonprofit Organizations* (Jun 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that *provide* for the provision, the service, or the sale of food in the *United States*).

(xix) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2013) (Applies when the payment will be *made* by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT *information*).

(xx) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (Applies when the payment will be *made* by EFT and the payment office does not use the SAM database as its source of EFT *information*).

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305)(Applies to *supplies* transported by ocean vessels (except for the types of *subcontracts* listed at 47.504(d)).

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, *Basic Safeguarding of Covered Contractor Information Systems* (Nov 2021) (Applies to contracts when the *contractor* or a *subcontractor* at any tier may have *Federal contract information* residing in or transiting through its *information system*.)

(ii) 52.209-6, *Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment* (Nov 2021) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, *Delivery of Excess Quantities* (*Sept 1989*) (Applies to fixed-price *supplies*).

(iv) 52.247-29, *F.o.b. Origin* (Feb 2006) (Applies to *supplies* if delivery is f.o.b. origin).

(v) 52.247-34, *F.o.b. Destination* (Nov 1991) (Applies to *supplies* if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference* (*Feb 1998*). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance*. The *Contractor* shall tender for *acceptance* only 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. The Government must exercise its postacceptance rights-

(1) Within a reasonable period of *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.

(e) *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.

(f) *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 that 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 that reasonably could have been avoided.

(g) *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.

(h) *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.

(End of clause)

Parent topic: [52.213](#) [Reserved]