USTDA Flowdown Clauses

The FAR clauses cited below, where applicable by their terms, are incorporated herein by reference as if set forth in full text. The full text of all clauses incorporated by reference is available at https://www.acquisition.gov.

a. CLAUSES INCORPORATED BY REFERENCE

52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employee of Whistleblower Rights	JUN 2020
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.209-5	Certification Regarding Responsibility Matters	AUG 2020
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	NOV 2021
52.227-14	Rights in Data—General	MAY 2014
52.227-17	Rights in Data—Special Works	DEC 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business SubContractors	DEC 2013
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-63	Preference for U.S.-Flag Air Carriers	JUN 2003

b. CLAUSES INCORPORATED IN FULL TEXT

FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (JAN 2022).

(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 items:

(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 and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) *52.204-25*, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) *52.209-10*, Prohibition on Contracting with Inverted Domestic Corporations (Nov2015).

(5) *52.233-3*, Protest After Award (Aug 1996) (*31 U.S.C. 3553*).

(6) *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 items:

[*Contracting Officer check as appropriate*.]

_X_ (1) *52.203-6*, Restrictions on Subcontractor Sales to the Government (June 2020), with *Alternate I* (Oct 1995) (*41 U.S.C. 4704* and *10 U.S.C. 2402*).

_X_ (2) *52.203-13*, Contractor Code of Business Ethics and Conduct (Jun 2020) (*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.)

_X_ (4) *52.204-10*, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (*31 U.S.C. 6101 note*).

__ (5) [Reserved].

__ (6) *52.204-14*, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

_X_ (7) *52.204-15*, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

_X_ (8) *52.209-6*, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (*31 U.S.C. 6101 note*).

__ (9) *52.209-9*, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (*41 U.S.C. 2313*).

__ (10) [Reserved].

__ (11) *52.219-3*, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (*15 U.S.C. 657a*).

__ (12) *52.219-4*, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (*15 U.S.C. 657a*).

__ (13) [Reserved]

__ (14)(i) *52.219-6*, Notice of Total Small Business Set-Aside (Nov 2020) (*15 U.S.C. 644*).

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

_X_ (15) (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_ (16) *52.219-8*, Utilization of Small Business Concerns (Oct 2018) (*15 U.S.C. 637(d)(2)* and (3)).

__ (17) (i) *52.219-9*, Small Business Subcontracting Plan (Sep 2021) (*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 (Sep 2021) of *52.219-9*.

__ (18) (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*.

_X_ (19) ***52.219-14***, Limitations on Subcontracting (Sep 2021) (***15 U.S.C. 637s***).

__ (20) ***52.219-16***, Liquidated Damages—Subcontracting Plan (Sep 2021) (***15 U.S.C. 637(d)(4)(F)(i)***).

__ (21) ***52.219-27***, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (***15 U.S.C. 657f***).

_X_ (22) (i) ***52.219-28***, Post Award Small Business Program Representation (Sep 2021) (***15 U.S.C. 632(a)(2)***).

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

__ (23) ***52.219-29***, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (***15 U.S.C. 637(m)***).

__ (24) ***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 (Sep 2021) (***15 U.S.C. 637(m)***).

__ (25) ***52.219-32***, Orders Issued Directly Under Small Business Reserves (Mar 2020) (***15 U.S.C. 644***(r)).

__ (26) ***52.219-33***, Nonmanufacturer Rule (Sep 2021) (***15U.S.C. 637***(a)(17)).

_X_ (27) ***52.222-3***, Convict Labor (Jun 2003) (E.O.11755).

_X_ (28) ***52.222-19***, Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).

_X_ (29) ***52.222-21***, Prohibition of Segregated Facilities (Apr 2015).

_X_ (30) (i) ***52.222-26***, Equal Opportunity (Sep 2016) (E.O.11246).

__ (ii) Alternate I (Feb 1999) of ***52.222-26***.

_X_ (31) (i) ***52.222-35***, Equal Opportunity for Veterans (Jun 2020) (***38 U.S.C. 4212***).

__ (ii) Alternate I (Jul 2014) of ***52.222-35***.

_X_ (32) (i) ***52.222-36***, Equal Opportunity for Workers with Disabilities (Jun 2020) (***29 U.S.C. 793***).

__ (ii) Alternate I (Jul 2014) of ***52.222-36***.

_X_ (33) ***52.222-37***, Employment Reports on Veterans (Jun 2020) (***38 U.S.C. 4212***).

_X_ (34) ***52.222-40***, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X_ (35) (i) ***52.222-50***, Combating Trafficking in Persons (Oct 2020) (***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).

_X_ (36) ***52.222-54***, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in ***22.1803***.)

__ (37) (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.)

__ (38) ***52.223-11***, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

__ (39) ***52.223-12***, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

__ (40)

(i) ***52.223-13***, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of ***52.223-13***.

__ (41) (i) ***52.223-14***, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun2014) of ***52.223-14***.

__ (42) ***52.223-15***, Energy Efficiency in Energy-Consuming Products (May 2020) (***42 U.S.C. 8259b***).

__ (43) (i) ***52.223-16***, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of ***52.223-16***.

_X_ (44) ***52.223-18***, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

__ (45) ***52.223-20***, Aerosols (Jun 2016) (E.O. 13693).

__ (46) ***52.223-21***, Foams (Jun2016) (E.O. 13693).

__ (47) (i) *52.224-3* Privacy Training (Jan 2017) (5 U.S.C. 552 a).
__ (ii) Alternate I (Jan 2017) of *52.224-3*.
_X_ (48) *52.225-1*, Buy American-Supplies (Jan2021) (*41 U.S.C. chapter 83*).
__ (49) (i) *52.225-3*, Buy American-Free Trade Agreements-Israeli Trade Act (Jan 2021)(*41 U.S.C.chapter83*, *19 U.S.C. 3301* note, *19 U.S.C. 2112* note, *19 U.S.C. 3805* note, *19 U.S.C. 4001* note, Pub. L. 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 (Jan 2021) of *52.225-3*.
__ (iii) Alternate II (Jan 2021) of *52.225-3*.
__ (iv) Alternate III (Jan 2021) of *52.225-3*.
__ (50) *52.225-5*, Trade Agreements (Oct 2019) (*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. 2302Note)*.
__ (53) *52.226-4*, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (*42 U.S.C. 5150*).
__ (54) *52.226-5*, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (*42 U.S.C. 5150*).
__ (55) *52.229-12*, Tax on Certain Foreign Procurements (Feb 2021) .
__ (56) *52.232-29*, Terms for Financing of Purchases of Commercial Items (Feb 2002) (*41 U.S.C. 4505*, *10 U.S.C. 2307(f)*).
__ (57) *52.232-30*, Installment Payments for Commercial Items (Jan 2017) (*41 U.S.C. 4505*, *10 U.S.C. 2307(f)*).
_X_ (58) *52.232-33*, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (*31 U.S.C. 3332*).
__ (59) *52.232-34*, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (*31 U.S.C. 3332*).
__ (60) *52.232-36*, Payment by Third Party (May 2014) (*31 U.S.C. 3332*).
__ (61) *52.239-1*, Privacy or Security Safeguards (Aug 1996) (*5 U.S.C. 552a*).
__ (62) *52.242-5*, Payments to Small Business Subcontractors (Jan 2017) (*15 U.S.C. 637(d)(13)*).
__ (63) (i) *52.247-64*, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (*46 U.S.C. 55305* and *10 U.S.C. 2631*).
__ (ii) Alternate I (Apr 2003) of *52.247-64*.
__ (iii) Alternate II (Feb 2006) 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 items:

[*Contracting Officer check as appropriate*.]

__ (1) *52.222-41*, Service Contract Labor Standards (Aug 2018) (*41 U.S.C. chapter67*).
__ (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) (*29U.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 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*).

(d) *Comptroller General Examination of Record*. The 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 items. 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 (Jun 2020) (*41 U.S.C. 3509*).

(ii) *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)).

(iii) *52.204-23*, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) *52.204-25*, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) *52.219-8*, Utilization of Small Business Concerns (Oct 2018) (*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.

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

(vii) *52.222-26*, Equal Opportunity (Sep 2015) (E.O.11246).

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

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

(x) *52.222-37*, Employment Reports on Veterans (Jun 2020) (*38 U.S.C. 4212*).

(xi) *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*.

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

(xiii)

(A) *52.222-50*, Combating Trafficking in Persons (Oct 2020) (*22 U.S.C. chapter 78* and E.O 13627).

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

(xv) *52.222-51*, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (*41 U.S.C. chapter 67*).

(xvi) *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*).

(xvii) *52.222-54*, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xviii) *52.222-55*, Minimum Wages Under Executive Order 14026 (Jan 2022).

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

(xix)(xix)

(A) *52.224-3*, Privacy Training (Jan 2017) (*5 U.S.C. 552a*).

(B) Alternate I (Jan 2017) of *52.224-3*.

(xx) *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. 2302 Note)*.

(xxi) *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.

(xxii) *52.247-64*, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (*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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 – Ordering (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 - Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract at one task order per awardee, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item (task order) in excess of $2,000,000

(2) Any order for a combination of items in excess of $5,000,000 per annum

(3) A series of orders from the same ordering office within five days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection ***52.216-21*** of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 - Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the period of performance.

(End of clause)

52.217-8 - Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

(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 within 15 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days 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 60 months.

(End of Clause)

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 address: www.acquisition.gov.

(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 September 30, 2022. 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 September 30, 2027, 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)