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*) (Mar 2026)

(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 Covered Entities (Dec 2023) (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) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception - see paragraph (b) of 52.204-27.

(v) 52.204-30, Federal *Acquisition* Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

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

(vii) 52.222-21, Prohibition of Segregated Facilities (Oct 2025).

(viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(ix) 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).

(x) 52.232-40, Providing Accelerated Payments to *Small Business Subcontractors* (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

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

(xii) 52.233-4, Applicable Law for Breach of Contract *Claim* (Oct 2004) (Pub. L. 108-77 and 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) 52.233-1, Disputes (*May* 2014).

(vii) 52.244-6, Subcontracts for *Commercial Products* and *Commercial Services* (Jan 2025).

(viii) 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) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

(ii) 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).

(iii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2026) (E.O. 13126) (Applies to contracts for *supplies* exceeding the *micro-purchase threshold*, as defined in 2.101 on the date of award of this contract).

(iv) 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).

(v) 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).

(vi) 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.)

(vii) 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).

(viii) 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).

(ix)

(A) 52.222-50, Combating Trafficking in Persons (Oct 2025) (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).

(x) 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*.))).

(xi) 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.))

(xii) 52.223-5, *Pollution Prevention* and Right-to-Know Information (*May* 2024) (42 U.S.C. 11001-11050 and 13101-13109) (Applies to services performed on Federal facilities).

(xiii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*May* 2024) (42 U.S.C. 7671, *et seq*.) (Applies to contracts for *products* as prescribed at FAR 23.109(d)(1)).

(xiv) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*May* 2024) (42 U.S.C. 7671, *et seq*.) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xv) 52.223-20, Aerosols (*May* 2024) (42 U.S.C. 7671, *et seq*.) (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 (*May* 2024) (42 U.S.C. 7671, *et seq*.) (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) 52.223-23, *Sustainable Products and Services* (*May* 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l) (Applies to contracts when the agency identifies in the statement of work, or elsewhere in the contract, the *sustainable products and services* that apply to the *acquisition*).

(xviii)

(A) 52.225-1, Buy American-*Supplies* (Oct 2022) (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 2.101 on the date of award of this contract, and the *acquisition*-

(1) Is set aside for small business concerns; or

(2) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $50,000).

(B) *Alternate I* (OCT 2022) (Applies if the *Contracting Officer* has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of *domestic end product* in paragraph (a) of 52.225-1: (A) The cost of its *components* mined, produced, or manufactured in the *United States* exceeds ____ percent of the cost of all its *components*. [*Contracting officer to insert the percentage per instructions at 13.302-5(d)(4).*])

(xix) 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*).

(xx) 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).

(xxi) 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).

(xxii) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxiii) 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)).

(xxiv) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)). (Applies to contracts with a U.S.-flag carrier for the transportation by air of passengers; does not apply to contracts awarded by the Department of Defense or contracts for *commercial products*).

(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, Proposed for *Debarment*, or Voluntarily Excluded (Jan 2025) (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* (Jan 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]