



Agreement Form

BASIC ORDERING AGREEMENT
BETWEEN THE
GENERAL SERVICES ADMINISTRATION
AND
[Participating Vendor Name]

This Basic Ordering Agreement (Agreement) is entered into as of [DATE Executed] between the General Services Administration, represented by the Contracting Officer executing this Agreement, and [Company Name], represented by [Company POC].

This Agreement shall be effective upon signature of both the vendor listed above and by the Contracting Officer and shall incorporate the terms and conditions of the sections that follow below. Upon execution of this Agreement, the participating vendor will be eligible to participate in any Requests for Emergency Support (RES), or competitive solicitations issued to participating vendors, issued by Authorized Users. The terms and conditions of the Agreement shall be incorporated into each order placed (awarded pursuant to a RES) at the time of award. Changes made to the Agreement, its sections, or other terms and conditions, must be accomplished by modifications to this Agreement, and those modifications must be accepted by [Company Name] for continued participation in this Agreement. Modifications to this Agreement do not affect orders previously issued under it. Participation in this Agreement shall last through December 31, 2026, unless terminated by either party 30 days after submitting a written Notification to Terminate Agreement.

An executed copy of the Agreement shall be returned to [Company Name].

Signature Blocks



Section 1 - GSA Emergency Acquisition Basic Ordering Agreement

Purpose.

GSA's Office of Acquisition Operations (QMA) has entered into an agreement with Federal agencies such as the Federal Emergency Management Agency (FEMA) to assist in the rapid procurement and delivery of supplies and services both in anticipation of and response to emergencies. **The term "Emergency" used within this agreement means events which meet the definition found in FAR 2.101 OR any situation which, if not corrected immediately, will result in unnecessary expenditure of funds, property damage, personal injury, or interruption of agency functions.** This means a Presidential declaration OR an agency determination that an emergency event has occurred or exists is sufficient for utilization of this BOA. To that end, QMA has established a Basic Ordering Agreement (BOA) with qualified vendors to:

- Provide authorized federal agencies, state & local, tribal, and territorial governments with an ordering vehicle that minimizes the administrative burden in locating and soliciting quality products from qualified vendors;
- Provide vendors offering emergency supplies, services, and managed solutions with an enhanced opportunity to compete for emergency acquisitions and support emergency response efforts; and
- Ensure the rapid delivery of procured materials, equipment, and services during periods of uncertainty by pre-positioning delivery and other terms and conditions.

BOA Characteristics.

- **Initial Participation:** The QMA BOA Initial Offering will invite interested, qualified vendors to express their desire to participate in the QMA BOA. GSA will consider all vendors expressing interest and will enter into agreements with a sufficient number to meet its anticipated mission needs. The decision to enter into an agreement will be based upon vendors' capability to deliver emergency response supplies and services, experience with product and service compliance and meeting delivery dates, small business status, and geographic location for maximum coverage of the United States.
- **BOA Effective Date:** Upon selection for participation, BOAs will remain effective for five years from the date of execution. BOAs can be rescinded at any time by either party--the vendor or BOA CO--by written notice to the other party with 30-day notice, unless another reason for rescission occurs in accordance with the terms of the BOA.
- **Annual Review:** FAR 16.703(c)(2) requires that all BOAs be reviewed at least annually, and the BOA CO will, at a minimum, accomplish the following to meet this requirement:
 - Ensure BOA participating vendors have an active registration in the System for Award Management (SAM), no active exclusions, and that Point of Contact information is up to date.



- Review BOA orders awarded to participating vendors to ensure performance conforms to BOA and individual order quality, cost, and delivery requirements.
- Evaluate BOA participant pool to ensure that the BOA is effective in providing all the supplies, services, and managed solutions, as applicable, in meeting authorized user needs and schedule an On-Ramping Invitation to increase the number of participants if appropriate.
- Review and update QMA BOA Acquisition Plan, Market Research Report, and other supporting documents for authorized users to rapidly submit Requests for Emergency Support.
- On-Ramping Invitation: Based on the availability of qualified vendors to meet authorized user needs for emergency supplies and services or based on other factors, the BOA CO may initiate an On-Ramping Invitation at any time. This event will allow non-participating vendors to express their desire in being included in the QMA BOA, and the BOA CO will consider all interested vendors for inclusion at that time. On-Ramping Invitations will be publicized in the Contract Opportunities section of the Government Wide Point of Entry (currently <https://sam.gov/content/opportunities>). GSA QMA may link future documents and announcements to FedConnect (<https://www.fedconnect.net/FedConnect/Default.htm>) which communicates to GSA's electronic contract management system. Vendors are encouraged to register for an account if not already registered.
- Authorized Users: Authorized users include any individual within a government agency/organization authorized to enter into contracts on their organization's behalf. For questions related to an ordering individual, organization, or agency authorization to use the QMA BOA, participating vendors should contact the BOA CO for assistance.
- Limitations: FAR 16.703 describes Basic Ordering Agreement description, application, and limitation. Participating vendors are reminded that a BOA is not a contract award, nor is it a promise from the government to place orders with participating vendors. The purpose of establishing the QMA BOA is to ensure authorized users can quickly obtain emergency response products and services, and the government cannot guarantee that participating vendors will ever receive orders under the BOA.

Section 2 - QMA BOA Vendor Qualifications

Overview.

A BOA is not a contract and does not bind the government to place orders with those vendors entering into the agreement; rather, it outlines the process that authorized users and BOA vendors will follow when a user intends to place an order for emergency supplies or services with a participating vendor.

Scope of QMA BOA.



The QMA BOA is typically meant to be a single destination for emergency supplies and services, with the following offerings considered in scope:

- **Supplies:** FEMA's [Commonly Used Sheltering Items & Service Listing \(CUSI-SL\)](#) lists many of the emergency supplies that GSA has procured in previous efforts in support of FEMA's emergency responses. It should not be considered all inclusive, but rather indicative of the types of supplies that federal agencies will require in support of emergency operations. In selecting BOA participants, the government will prefer those vendors that offer a wide array of emergency supplies to ensure that participants are capable of meeting authorized users requirements in terms of quantity, quality, and delivery.
- **Services:** The government may require service providers to support emergency operations, including but not limited to, temporary transportation services, emergency vehicle rentals, equipment rentals, translation services, portable toilet services, catering services, environmental remediation, facility restoration, waste disposal, and sanitation or cleaning services. In selecting BOA participants, the government will make every effort to maximize the types of services available to authorized users by including as diverse a group of vendors to participate in the BOA as practicable.
- **Managed Emergency Solutions:** The QMA BOA would like to include vendors that are capable of providing total managed solutions for emergency response, including a wide array of products and services together, to avoid the need to individually award and administer a myriad of contracts in response to large scale emergencies.

Orders placed with BOA participants may cross all three categories of emergency acquisition categories, and the government will seek to maximize BOA participation among vendors capable of providing more than one scope category.

Vendor Qualifications for BOA Participation. The government seeks to establish a comprehensive network of supply, service, and managed solution providers across the United States that are able and willing to rapidly respond to order requests, expedite delivery, and manage shipped supplies. GSA will consider the following qualifications when inviting vendors to participate in the QMA BOA:

- **Capability:** Participating vendors will be those able to provide a wide variety of supplies similar to those described in the [Commonly Used Sheltering Items & Service Listing \(CUSI-SL\)](#) and emergency response related services, to certify their ability to meet the QMA BOA emergency delivery requirements, and to meet the responsibility requirements described in FAR 9.104-1. Additionally, orders placed under this BOA have very rigid delivery requirements, most notably:
 - **Redirection of shipped supplies in transit:** Authorized users may require that shipments be re-routed in response to dynamic emergency environments, and participating vendors must have the ability to re-direct shipments upon notification from the authorized user placing an order.



- Accelerated delivery time frames: the standard shipping terms for supply/product orders placed against the QMA BOA require:
 - at least 30% of the total quantity of items delivered within 24 hours of order placement,
 - at least 60% of the total quantity of items delivered within 48 hours of order placement, and
 - complete fulfillment of the total quantity of items no longer than 72 hours after order placement.
- Real time tracking via Global Positioning System (GPS) or similar method for all shipments of emergency supplies.
- Providing Advance Ship Notice (ASN) information to FEMA once products have been shipped, if required.
 - When required, an ASN Upload Spreadsheet will be provided as an attachment to an order. Vendors will be required to provide the following information in the data fields:
 - Vendor POC name and phone number
 - Distribution Order (DO) number: (provided by ordering activity)
 - Trailer Number - input a tracking number when a commercial carrier (FedEx, UPS, USPS, etc.) is used for shipping
 - Origin Facility: will be a code included in the DO document and provided by the ordering activity.
 - Destination Facility: will be a code included in the DO document and provided by the ordering activity.
 - Estimated Delivery Date/Time: MM/DD/YYYY date and 24 hour time format in the destination time zone
 - Partner Ref Number: Unique Entity Identifier (UEI)
 - Item Name: will be included in the DO document and provided by the ordering activity, and will correspond to the line items on the order
 - Shipped Quantity
- Experience: Participating vendors will have demonstrated experience in providing conforming products or services within agreed upon timeframes, and preferable experience in supporting emergency acquisitions. GSA will use all information available, especially that in CPARS, in considering vendor experience for participation in the BOA.
- Small Business Size: GSA wants to include small businesses to the maximum extent practicable in supporting emergency acquisitions, and to that end, wants to allow small businesses to compete amongst other small businesses if possible for orders under this BOA. Preference will be given to small businesses in selecting vendors for participation in the BOA.



- Geographic location: FAR Part 18 requires that preference for emergency acquisitions be given to local area businesses, and GSA will ensure that participating vendors are able to provide emergency products and services in their local areas and regions to the greatest extent possible. In selecting vendors for participation, GSA will seek to maximize vendor availability across the United States.
- Eligibility: Participating vendors must be actively registered in the System for Award Management with an “All Awards” purpose of registration. Vendors must have zero (0) active exclusions throughout participation in the QMA BOA. Should a vendor receive an active exclusion, their participation in the BOA will be revoked, and they will not be eligible to compete for emergency acquisition orders.

Section 3: QMA BOA Ordering Procedures

Requests for Emergency Support (RES) Process: Authorized users will use the following process when issuing a RES from QMA BOA participating vendors:

1. Acquisition Planning and Market Research. The BOA CO has accomplished an Acquisition Plan and Market Research Report for authorized users to include in their contract files for contract actions anticipated using the QMA BOA. These forms are available from the BOA CO and are reviewed and updated as necessary at least annually. GSA recommends making the following considerations when forming an acquisition strategy for emergency products or services:
 - Consider local area vendors: FAR Part 18 urges the use of local area businesses to the greatest extent practicable for emergency purchases
 - Consider small business participation: The provided Market Research Report lists the small business participating vendors and some of the items and services that they can provide, and the BOA CO recommends setting aside purchases for small businesses alone (i.e. Total Small Business Set-Aside) as often as possible.
 - Consider competing every RES: FAR Part 18 provides many flexibilities to streamline the acquisition process when responding to an emergency. The QMA BOA ordering process has been designed to allow rapid responses from participating vendors while promoting competition, and the BOA CO asks authorized users to compete requirements to the greatest extent possible in supporting your emergency response.
2. RES Format: Authorized users will draft a RES for participating vendors to use to submit their pricing using the Standard Form 1449. In drafting your RES, please complete the following fields on the SF-1449 as instructed below:
 - Block 1. Requisition Number: Enter the number associated with your funding document, as applicable.



- Block 2. Contract No.: Leave blank
- Block 3. Award/Effective Date: Leave blank
- Block 4. Order Number: Leave blank
- Block 5. Solicitation Number: Enter a unique number to identify your RES. Federal users should ensure this number conforms to the PIID requirements of FAR 4.16.
- Block 6. Enter the date you submit your RES to the participating vendors.
- Block 7a. Enter your primary POC's name
 - i. Please ensure that your POC is available to respond to participating vendor questions. If necessary, consider attaching a continuation sheet that includes additional contact information as needed to ensure rapid responses to vendor questions in meeting the very aggressive BOA RES-Quote submission timeframes.
- Block 7b. Enter your primary POC's preferred telephone number
- Block 8. Indicate the date **and** time that responses must be received.
 - i. Paragraph 3 of this section describes pre-agreed upon response times for emergency requirements as follows:
 - Supply Purchases
 - a. RES submitted during business hours: 5 hours
 - b. RES submitted during non-business hours: 8 hours
 - Service Purchases
 - c. RES submitted during business hours: 12 hours
 - d. RES submitted during non-business hours: 24 hours
 - ii. For purchases that are either in advance of or for pre-positioning prior to an emergency, provide a reasonable response time for participating vendors to provide RES-Quotes.
- Block 9. Issued By: Indicate the ordering activity's physical address. The Code field is optional, but add a code if applicable for your agency ordering procedures.
- Block 10. This Acquisition is: Check Set Aside, add 100 to the % field, and check Small Business



- i. At the time of the initial offering, BOA participation will be extended to selected interested vendors regardless of small business size to ensure the maximum availability of emergency supplies and services. RES should be submitted to all BOA participants to maximize competition and chances of identifying qualified and capable sources to satisfy authorized user needs. See Section 3, paragraph 5 below for evaluation procedures. Only Small Businesses will be considered initially; however, quotes submitted by other than Small Businesses will be considered should an award not be possible to a Small Business.
- ii. Add NAICS code for purchase and its associated size standard (<https://www.sba.gov/document/support-table-size-standards>--Federal users are reminded to avoid the use of NAICS from Sectors 42, 44, or 45)
 - o Block 11. FOB Destination. Do not check this block unless you anticipate assuming liability for shipped supplies at the origin point (this is not recommended if avoidable)
 - o Block 12. Discount terms. Leave blank.
 - o Block 13a. Rated Order. Check box if the order is either DO or DX rated.
 - o Block 13b. Rating. Indicate the rating of the order, if applicable.
 - o Block 14. Method of Solicitation. Check RFQ
 - o Block 15. Deliver To: Indicate the delivery address for your requirement. The code block is optional, but a number can be added if applicable to your agency procedures.
 - i. If you're ordering for multiple delivery locations, please indicate Multiple Deliveries or similar verbiage in this block. When adding line items to your RES, provide the delivery locations along with the description of your needs in Block 20.
 - o Block 16. Administered By: Enter the address of the office that will be responsible for contract administration. Add a code in the Code block if applicable.
 - o Block 17a. Contractor/Offeror. Leave blank.
 - o Block 17b. Leave the box unchecked.
 - o Block 18a. Payment will be made by. Add the office responsible for paying vendor invoices.
 - o Block 18b. Check this box if the vendor will be required to either submit their invoices to an address or recipient other than indicated in Block 18a or if they will



need to invoice using an invoicing/payment system. If you check this box, you will need to provide invoice instructions as an attachment to your RES.

- Block 19. Item No.: Indicate a line item number for your RES. Use 1 number for each supply item or service required. Numbers should be sequential and can conform to authorized user agency standards (0001, 0002, 0003, etc.; 1, 2, 3, etc.)
- Block 20. Schedule of Supplies/Services: Enter the following information in this block:
 - i. Description of Supplies/Services: Enter a description of what you are requesting participating vendors to provide. If additional information is required--product specifications, work statements, other pertinent product or service description information--provide it as an attachment to the SF 1449 and indicate its presence in this block.
 - ii. Delivery Information: The SF 1449 does not include a block for delivery date or multiple delivery locations. For each line item, Block 20 must include a delivery date and, for multiple delivery locations, a delivery address.
 - iii. Emergency Delivery: Each line item must also indicate whether or not the item delivery is emergency in nature. Ordering activities must indicate one of the following for each line item:

Add the term "EMERGENCY" if the BOA emergency delivery terms will apply to a line item, which are:

- a. at least 30% of the total quantity of items delivered within 24 hours of order placement, and
- b. at least 60% of the total quantity of items delivered within 48 hours of order placements, and
- c. complete fulfillment of the total quantity of items no longer than 72 hours

Add the term "SUSTAINMENT" if non-emergency delivery terms will apply. Indicate the applicable delivery terms for sustainment purchases--generally expressed as a number of days After Receipt of Order (ARO).

NOTE - If an ordering activity fails to indicate whether a line item or RES is for EMERGENCY or SUSTAINMENT, participating vendors will assume that EMERGENCY delivery terms apply.

- Block 21. Quantity. Indicate the quantity of supplies you need, or for services, consider the frequency of performance (1 time, 1 month, etc.). For supplies, please consider the standard commercial packaging of required items (think light



bulbs, for example. Most come in packages of 2, 3, 4 etc., but rarely packages of 1. Consider ordering in quantities that do not require a participating vendor to re-package the supplies--this will increase the time needed to deliver and total price of your RES)

- Block 22. Unit. Indicate the units for your RES (for supplies this could be Each for individual units, package for a standard package; for services this will likely be week, month, or other unit of frequency)
 - Block 23. Unit Price. Leave this blank--participating vendors will complete this block when submitting their RES-Quote
 - Block 24. Amount. Leave this blank--participating vendors will complete this block when submitting their RES-Quote
 - Block 25. Federal ordering activities should identify their Line of Accounting in this block as applicable.
 - Block 26. Total Award Amount. Leave blank. Participating vendors will return the RES document with this block completed as the total of all priced line items.
 - Block 27a. Federal ordering activities should check this box, and indicate whether any additional addendums to the referenced provisions and clauses are attached separately.
 - Block 27b. Leave this box unchecked for RES
 - Block 28. Contractor Signature Requirements. Leave blank.
 - Block 29. Offer information. This box should never be used. The QMA BOA is not meant for use when contracting for competitive proposals or using procedures similar to those in FAR 15.
 - Block 30a - 30c. Contractor Signature. Leave blank.
 - Block 31b. Name of Contracting Officer: Provide the name of the Contracting Officer or other ordering activity official authorized to enter into contracts on behalf of their organization/agency.
3. Authorized Users will submit RES to all participating vendors under the QMA BOA. A current list of contractors must be obtained from the BOA CO at least annually, and if possible prior to each RES to ensure maximum competition and participation from BOA vendors. A current version of the BOA, participants, and training can be found [here](#). Response times and dates for participating vendors to submit their RES-Quotes will be calculated using the following criteria:

Supply Purchases



- For RES submissions that occur during normal business hours (7:00am - 5:00pm, Eastern time), participating vendors will have **5** hours to submit quotes in response to each RES.
- For RES submissions that occur after hours (5:01pm - 6:59am, Eastern Time), participating vendors will have **8** hours to submit quotes in response to each RES.

Service Purchases (or those involving both supplies and services)

- For RES submissions that occur during normal business hours (7:00am - 5:00pm, Eastern time), participating vendors will have **12** hours to submit quotes in response to each RES.
 - For RES submissions that occur after hours (5:01pm - 6:59am, Eastern Time), participating vendors will have **24** hours to submit quotes in response to each RES.
4. Participating vendors will submit RES-Quotes to authorized users via the email address used to submit the RES unless alternative RES-Quote submission instructions are provided. Participating vendors must ensure that RES-Quotes include the following elements at a minimum:
- Block 12: Specify any discount terms, if applicable.
 - Block 17a. Contractor/Offeror - Participating vendors must include their company name and address, and the name of a Point of Contact that can accept orders placed against the BOA for each RES-Quote submitted.
 - Block 17b. Check this box if your payment/remittance address is different from your company's physical address. If this is the case, participating vendors should attach their payment/remittance information as an attachment to their RES-Quotes.
 - Block 20. Schedule of Supplies/Services: Unless specified as a "brand-name product or item peculiar to one manufacturer", participating vendors can propose suitable substitute products in response to an RES as applicable. These items must be at least equal in quality, performance, and possess equivalent salient characteristics to those specified in the RES, and for each suitable substitute product quoted, participating vendors must:
 - i. Attach a product description that contains sufficient detail to allow a technical reviewer to determine that the suitable substitute is indeed capable of performing at least as well as the item listed, and



- ii. Indicate the substitution in Block 20 by removing the information listed in the RES, beginning the description with "SUB--", and listing the quoted suitable substitute description and part number.
 - Block 23. Unit Price. List the unit price for each product quoted. Pricing anticipated under the QMA BOA is fixed price, and no separate price elements are required.
 - Block 24. Amount: calculate the total price of the number of items multiplied by the unit price. Authorized users may verify this calculation is correct, but participating vendors should be aware that errors in this calculation may be used as the basis for authorized users to select another vendor for order award.
 - Block 26. Total Award Amount - Calculate the total price for the RES-Quote by adding each total amount in Block 24. Authorized users may verify this calculation is correct, but participating vendors should be aware that errors in this calculation may be used as the basis for authorized users to select another vendor for order award.
 - If necessary, participating vendors may attach additional documents to the RES-Quote and are asked to reference a RES-Quote number and any other information necessary to ensure that authorized users can easily understand the nature of the supplies or services being quoted.
5. RES-Quote Evaluation will occur immediately when the response time for RES-Quote submission expires.
- Small Business Participation: Upon receipt of RES-Quotes, the ordering activity will review the small business status of each participating vendor submission. Large business submitted RES-Quotes will not be considered initially if any RES-Quotes are received from small businesses. If, after the following evaluation activities are completed, no small business RES-Quote can be determined acceptable, the ordering activity will repeat the evaluation process described below with RES-Quotes submitted by Large businesses. This process eliminates the need to resolicit RES requirements in emergency situations while also providing maximum opportunity to small business participants.
 - Price evaluation: Each RES-Quote will be evaluated on a total price basis using the "lowest priced, technically acceptable" methodology unless specifically addressed differently in an individual RES. If an authorized user includes an evaluation methodology that is different than the one described below, participating vendors are required to comply with any instructions in that RES for submission and evaluation of RES-Quotes.
 - RES-Quotes will be ranked according to total price as described in Block 26, with the lowest priced RES-Quote reviewed for technical acceptability first. If



acceptable, an order will be placed with the participating vendor submitting that lowest priced, technically acceptable quote.

- i. If GSA is serving as the authorized user on behalf of FEMA or other federal executive agency, the GSA contracting officer will transmit the lowest priced RES-Quote to the POC identified by FEMA or other agency for technical review. Any issues arising from the order and delivery of non-conforming supplies or services in an instance where a POC performs a technical acceptability determination will be the sole responsibility of the agency where the POC resides.
 - o If the lowest priced RES-Quote is determined to be technically unacceptable, the next lowest priced RES-Quote will be sent for review until a technically acceptable RES-Quote is identified or all quotes are determined unacceptable.
 - o In the event all RES-Quotes are determined unacceptable, the authorized user is permitted to contact one, some, or all of the participating vendors submitting RES-Quotes to provide guidance on revising a RES-Quote and re-submitting it for review. The evaluation process will begin again with the one, some, or all revised RES-Quotes until a technically acceptable RES-Quote receives an order, or the RES is cancelled.
 - o Notice of Order Placement. For each order placed, the authorized user must notify each participating vendor submitting a RES-Quote the following information:
 - i. Name of participating vendor receiving the order
 - ii. RES #, description of requirement, and delivery or performance location
 - iii. Description of any suitable substitute product ordered, if applicable
 - iv. Total price of the order
6. Order Placement. Authorized users will place awards for quoted supplies and/or services with the participating vendor that represents the lowest priced, technically acceptable solution to the RES by accomplishing the following:
- o Executing the order. Authorized users will sign the SF 1449 in block 31a., include their name in block 31b., and provide the date of signature in Block 31c after verifying the participating vendor has an "Active" SAM profile and no exclusions (SAM check is not required for non-federal government users).
 - o Sending the signed order to the selected participating vendor. Once the SF 1449 is signed by a Contracting Officer, or individual authorized to enter into contracts for non-federal ordering activities, it represents an offer to the participating



vendor for the supplies or services described. Participating vendors can accept the offer by:

- i. Signing Block 30a., providing their name and title in Block 30b., and indicating the date signed in Block 30c., and/or
- ii. Beginning performance.

NOTE: The BOA CO recommends that participating vendors sign and return the offer to the Contracting Officer (CO). Once the CO or authorized user with the authority to enter into contracts on their organization's behalf signs the order, and the participating vendor signs the order or begins performance, a contract is formed.

- o RES-Quote feedback. In the event an authorized user selects an evaluation method other than lowest priced, technically acceptable, they must allow participating vendors an opportunity to learn why their RES-Quote was not selected for an order. Feedback should be given in person or over the phone if possible, and with the intention of helping participating vendors in submitting improved RES-Quotes for future efforts.
7. Order Fulfillment. Orders will be considered fulfilled when the government inspects and accepts the delivered supplies or performed services.
- o Inspection and Acceptance. Government personnel inspecting that delivered supplies or performed services conform to the order and any attachments and accepting deliveries or services must do so in writing, including the following methods:
 - i. Complete the receiving report on the SF 1449 BACK. The back of the SF 1449 allows government personnel to indicate that inspection, acceptance and receipt has occurred, to include the date of receipt and of acceptance. If any exceptions to acceptance occur--non-conforming supplies, damaged items, late delivery, etc.--the government acceptor must describe them in the NOTED: block or by including a continuation page.
 - ii. Provide other written confirmation of inspection and acceptance. Any document format confirming inspection and acceptance can be used, provided it includes at a minimum the following elements:

Date of delivery/performance completion



Date of acceptance, or for services the date that a performed service was determined to be in accordance with the order

If delivery or service is rejected, the date the rejection occurred and a detailed description of why the delivery or performance was not consistent with the terms of the order

Individual responsible for inspection and acceptance printed name, signature, and contact information (phone and email).

- Non-conforming deliveries or services. Under normal circumstances, the government prefers to resolve performance issues or non-conforming deliveries by re-performance or return and replacement at no additional cost. Due to the emergency nature of the supplies and services sought under the QMA BOA, this may not always be possible or preferred. Non-conforming deliveries or service performance will be addressed between the parties to the order--the authorized user and the participating vendor--if and when these issues occur, and will be handled in accordance with FAR 52.212-4(d) - Disputes.

8. Invoicing and Payment. Methods for submitting invoices, purchases with Government Purchase Cards, and payment instructions are likely to vary with each order, and will be specified on each individual order.

Section 4 - Basic Ordering Agreement Terms and Conditions

***The following clauses apply to all orders placed under this BOA. Authorized users/ordering activities may add additional clauses, tailor existing BOA clauses below, and add provisions to their RES RFQ's as required by their agency.

FAR Clauses and Provisions Incorporated by Reference

FAR 52.204-7: System for Award Management (Oct 2018)

FAR 52.212-4: Contract Terms and Conditions - Commercial Items (Dec 2022)

FAR 52.204-13: System for Award Management Maintenance (Oct 2018)

FAR 52.204-16: Commercial and Government Entity Code Reporting (Aug 2020)

FAR 52.204-18: Commercial and Government Entity Code Maintenance (Aug 2020)

FAR 52.232-39: Unenforceability of Unauthorized Obligations (Jun 2013)

GSAM/R Clauses Incorporated by Reference

None

FAR Clauses Incorporated by Full Text



FAR 52.212-5:Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items. (MAR 2023)

(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 products and commercial services:

- (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 (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (3) 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).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
- (6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (7) 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 products and commercial services:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (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).

___ (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) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

X (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

___ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___ (11) [Reserved].

___ (12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

___ (13) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (14) [Reserved]

___ (15) (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.

___ (16) (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.

___ (17) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).



(18) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (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.

(19) (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.

(20) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s).

(21) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).

(23) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2023)(15 U.S.C. 632(a)(2)).]

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

(24) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

(25) 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 (Oct 2022) (15 U.S.C. 637(m)).

(26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

(27) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).

(28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

(29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).

(30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

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



- (ii) Alternate I (Feb 1999) of 52.222-26.
- (32) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 - (ii) Alternate I (Jul 2014) of 52.222-35.
- (33) (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.
- (34) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (36) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (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).
- (37) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- (38) (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.)
- (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (41) (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.



___ (42) (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.

___ (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

___ (44) (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 (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

___ (46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (47) 52.223-21, Foams (Jun2016) (E.O. 13693).

___ (48) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

___ (ii) Alternate I (Jan 2017) of 52.224-3.

___ (49) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

___ (ii) Alternate I (Oct 2022) of 52.225-1.

___ (50) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].

___ (iii) Alternate II (Dec 2022) of 52.225-3.

___ (iv) Alternate III (Jan 2021) of 52.225-3.

___ (v) Alternate IV (Oct 2022) of 52.225-3.

___ (51) 52.225-5, Trade Agreements (Dec 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (52) 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).



___ (53) 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. Subtitle A, Part V, Subpart G Note).

___ (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

___ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

___ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

___ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

___ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (63) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

___ (64) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

___ (iii) Alternate II (Nov 2021) 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 products and commercial services:

[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 for Contractor Workers 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 products or commercial services. 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 (Nov 2021) (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 (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 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).

(v) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (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.

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

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

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

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

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



(xii) 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.

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

(xiv) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) 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 (May 2014) (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 (May 2022) (E.O. 12989).

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

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

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

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

(xxi) 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. Subtitle A, Part V, Subpart G Note).

(xxii) 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.

(xxiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

GSAM/R Clauses Incorporated by Full Text

GSAM/R 552.212-71: Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Products and Commercial Services

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial products, including commercial components, and commercial services. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The GSAR clauses in paragraph (b) of this section are incorporated by reference:

(b) Clauses.

552.203-71: Restriction on Advertising

552.211-73: Marking

(End of Clause)