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| 1. DATE OF ORDER | 2. ORDER NUMBER | 3. CONTRACT NUMBER | 4. ACT NUMBER |
|------------------|-----------------|--------------------|---------------|

| | | | | | | | |
|--|-------------------------------------|-----------|-----------------|----------|----------------------------|----------|-------------|
| FOR GOVERNMENT USE ONLY | 5. ACCOUNTING CLASSIFICATION | | | | 6. FINANCE DIVISION | | |
| | FUND | ORG CODE | B/A CODE | O/C CODE | AC | SS | VENDOR NAME |
| | FUNC CODE | C/E CODE | PROJ./PROS. NO. | CC-A | MDL | FI | G/L DEBT |
| W/ITEM | CC-B | PRT./CRFT | | AI | LC | DISCOUNT | |

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|--|---|
| 7. TO: CONTRACTOR (Name, address and zip code) | 8. TYPE OF ORDER |
| | <input type="checkbox"/> A. PURCHASE <input type="checkbox"/> B. DELIVERY C. MODIFICATION NO. _____ AUTHORITY FOR ISSUING _____ |
| | REFERENCE YOUR _____ Please furnish the following on the terms specified on both sides of the order and the attached sheets, if any, including delivery as indicated. This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditons of the above numbered contract |

| | | |
|---|---|---|
| 9A. EMPLOYER'S IDENTIFICATION NUMBER | 9B. CHECK, IF APPROP <input type="checkbox"/> WITHHOLD 20% | Except as provided herein, all terms and conditons of the original order, as heretofore modified, remain unchanged. |
| 10A. CLASSIFICATION | 10B. TYPE OF BUSINESS ORGANIZATION | |
| <input type="checkbox"/> A. SMALL BUSINESS <input type="checkbox"/> B. OTHER THAN SMALL BUSINESS <input type="checkbox"/> C. SMALL DISADVANTAGED <input type="checkbox"/> D. SMALL WOMEN-OWNED | <input type="checkbox"/> A. CORPORATION <input type="checkbox"/> B. PARTNER-SHIP <input type="checkbox"/> C. SOLE | |

| | | |
|---|------------------------------------|---|
| 11. ISSUING OFFICE (Address, zip code, and telephone no.) | 12. REMITTANCE ADDRESS (MANDATORY) | 13. SHIP TO (Consignee address, zip code and telephone no.) |
|---|------------------------------------|---|

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|--|---|--|----------------------------|
| 14. PLACE OF INSPECTION AND ACCEPTANCE | 15. REQUISITION OFFICE (Name, symbol and telephone no.) | | |
| 16. F.O.B. POINT | 17. GOVERNMENT B/L NO. | 18. DELIVERY F.O.B. POINT ON OR BEFORE | 19. PAYMENT/DISCOUNT TERMS |

| 20. SCHEDULE | | | | | | |
|-----------------|-----------------------------|-------------------------|-------------|-------------------|---------------|--|
| ITEM NO. (A) | SUPPLIES OR SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | |
| | | | | | | |

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|---|--|--------------------|
| 21. RECEIVING OFFICE (Name, symbol and telephone no.) | TOTAL FROM 300-A(s) | ▶ |
| 22. SHIPPING POINT | 23. GROSS SHIP WT. | GRAND TOTAL |
| 24. MAIL INVOICE TO: (Include zip code) General Services Administration (FUND) | 25A. FOR INQUIRIES REGARDING PAYMENT CONTACT: | 25B. TELEPHONE NO. |
| | 26A. NAME OF CONTRACTING/ORDERING OFFICER (Type) | 26B. TELEPHONE NO. |
| | 26C. SIGNATURE | |

PURCHASE ORDER TERMS AND CONDITIONS

552.229-70 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

552.210-79 PACKING LIST (DEC 1989)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate (1) Name and address of consignor; (2) Name and address of consignee; (3) Government order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by Government commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number and (2) the term "Credit Card".

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if: (a) The amount due on the deliveries warrants it; or (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

PROMPT PAYMENT

Prompt Payment clause 52.232-25 is incorporated in this contract by reference. The clause contains information on payment due date, invoice requirements, constructive acceptance and interest penalties. Certain portions of the clause regarding payment due date, invoice requirements, and constructive acceptance have been extracted for your convenience. All days referred to in the extracts below are calendar days.

(a)(2) . . . The due date for making invoice payments by the designated payment office shall be the later of the following two events:

- (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
- (ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor . . .

(a)(4) . . . An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in . . . (i) through . . . (viii) . . . If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office . . . Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor . . .

- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms), Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.

NOTE: Invoices must include the ACT number (block 4) and shall be submitted in an original only, unless otherwise specified, to the billing office designated in block 24 to receive invoices. The "remit to" address must correspond to the remittance address in block 12.

(a)(6)(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in block 20) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality or contractor compliance with a contract provision . . .

52.222-40 SERVICE CONTRACT ACT OF 1965, AS AMENDED - - CONTRACTS OF \$2,500 OR LESS (MAY 1989)

Except to the extent that an exception, variation, or tolerance would apply if this contract were in excess of \$2,500, the Contractor and any subcontractor shall pay all employees working on the contract not less than the minimum wage specified under Section 6 a) (1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201-206). Regulations and interpretations of the Service Contract Act of 1965 are contained in 29 CFR Part 4.

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
(52.222-41 and 52.222-42 apply to service contracts when the amount exceeds \$2,500).

The GSA Form 2166, Service Contract Act of 1965 and Statement of Equivalent Rates for Federal Hires is attached hereto and made a part hereof.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates the following 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:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

Applicable to purchase orders for supplies or services:

- 52.203-1 Officials Not to Benefit (APR 84)
- 52.203-3 Gratuities (APR 84)
- 52.203-5 Covenant Against Contingent Fees (APR 84)
- 52.203-6 Restriction on Subcontractor Sales to the Government (JUL 85)
- 52.203-7 Anti-Kickback Procedures (OCT 88)
- 52.212-9 Variation in Quantity (APR 84)
(In the preceding clause, the permissible variations are stated in the schedule.)
- 52.222-3 Convict Labor (APR 84)
- 52.222-26 Equal Opportunity (APR 84)(Applies when amount exceeds \$10,000.)
- 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 84)(Applies when amount exceeds \$10,000.)
- 52.222-36 Affirmative Action for Handicapped Workers (APR 84)(Applies when amount exceeds \$2,500.)
- 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 88)(Applies whenever clause 52.222-35 is included.)
- 52.223-6 Drug Free Workplace (JUL 90)(Applies if contract is awarded to an individual.)
- 52.225-3 Buy American Act - Supplies (JAN 89)
- 52.225-11 Restrictions on Certain Foreign Purchases (MAY 92)
- 52.232-25 Prompt Payment (SEP 92)
- 52.233-1 Disputes (DEC 91)
- 52.233-3 Protest After Award (AUG 89)
- 52.246-1 Contractor Inspection Requirements (APR 84)
- 52.249-8 Default (Fixed-Price Supply and Service)(APR 84)

Applicable to purchase orders for supplies:

- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation - (MAR 86)(Applies when amount is between \$2,500 and \$10,000.)
- 52.222-20 Walsh-Healey Public Contracts Act (APR 84)(Applies when amount exceeds \$10,000.)
- 52.243-1 Changes - Fixed Price (AUG 87)
- 52.249-1 Termination for Convenience of the Government (Fixed Price)(Short Form)(APR 84)

Applicable to purchase orders for services:

- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation - (MAR 86)(Applies when amount exceeds \$2,500.)
- 52.243-1 Changes - Fixed Price (APR 84) - Alt. II
- 52.249-4 Termination for Convenience of the Government (Services)(Short Form)(APR 84)