TERMS AND CONDITIONS OF AOC PURCHASE ORDERS

General inquiries about AOC purchase orders may be directed to (202) 226-2557.

AOC52.202-1 Definitions (Jun 2004)

(a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.

(b) The term "Architect" as used herein means the Architect of the Capitol.

(c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.

(d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.

(e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.

(End of clause)

AOC52.219-1 Utilization of Small Business Concerns (Aug 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

AOC52.219-2 Small Business Representations and Certifications (Sep 2008)

(a) The North American Industry Classification System (NAICS) code for this procurement is _____ and the small business size standard is _____ employees (if this requirement is for manufacturing or trade) *or* $_____ (if this requirement is for services, including construction).

(b) The Architect of the Capitol maintains information on the types of contractors to whom contract and order awards are made in order to monitor the success of our efforts to improve contracting opportunities in the small business community. Therefore, each offeror shall complete the information regarding the classification of its type of entity.

(c) Definitions. As used in this provision—

"Small business" means a business concern that is organized for profit, has a place of business in the United States, *and* does not exceed the size standard for its industry. It may be a sole proprietorship, partnership, corporation, or any other legal entity.

"Service-disabled veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (2) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

"Veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) the management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern (1) that is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women.

"Large business concern" is an entity that is organized for profit, has a place of business in the United States, *and* exceeds the size standard for its industry.

"Nonprofit organization" is an entity that is not organized for profit, e.g., the American Red Cross, universities, and foundations.

"Foreign contractor" is an entity organized for profit that is not in the United States.

(d) Small disadvantaged business, women-owned small business, veteran-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns are subcategories of small business. Small disadvantaged business and HUBZone small business concerns require certification by the U. S. Small Business Administration. Additional information is available at http://www.sba.gov

(e) For entities organized for profit, the size standards for each industry can be found at http://www.sba.gov/gopher/Government-Contracting/Size/ A business is large if the number of employees or revenue amount exceeds that shown in the applicable industry.

(f) Indicate below the information that best describes your organization and check all categories that apply. For example, if your organization is a women-owned *and* veteran-owned small business, then check "Small business", "Women-owned small business", and "Veteran-owned small business".

____ Nonprofit organization (do not check any other box).
____ Large business (do not check any other box).
____ Foreign contractor (do not check any other box).
____ State/local/Federal government agency (do not check any other box).
____ Small business (see 13 CFR Part 121).
____ HUBZone small business (see 13 CFR Part 126).
____ Small disadvantaged business (see 13 CFR 124.1002).
____ Service-disabled veteran-owned small business (see 38 U.S.C. 101(2) and 38 U.S.C. 101(16)).
____ Veteran-owned small business (see 38 U.S.C. 101(2).
____ Women-owned small business.

(End of provision

AOC52.222-3 Convict Labor (Jun 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).
(End of clause)

AOC52.223-2 Hazardous Material Identification and Material Safety Data (Jun 2004)

(a) "Hazardous material" includes any material defined as hazardous under the latest version of Federal Standard No. 313, including revisions adopted during the term of this Purchase Order.

(b) Currently with delivery of materials/services required hereunder, the contractor shall submit for all material defined as hazardous by Federal Standard No. 313 a Material Safety Data Sheet (MSDS) meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, whether or not the contractor is the actual manufacturer of these items. The contractor shall include a copy of the MSDS with the Packing List or other suitable shipping document with each shipment.

(c) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the contractor of any responsibility or liability for the safety of Government, contractor, or subcontractor personnel or property.

Nothing contained in this clause shall relieve the contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations, including the obtaining of licenses and permits in connection with hazardous materials.

(d) The Government's rights in data furnished under this Purchase Order with respect to hazardous materials are as follows:

(1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to –

(i) Apprise personnel of the hazards of which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose the data furnished under this clause in accordance with paragraph (d)(1) of this clause, in precedence over any other clause of this Purchase Order providing for rights in data.

(e) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

AOC52.223-8 Delivery Vehicle Inspection Requirements (Apr 2008)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the alternative Delivery Access Point located at Third and Maryland Avenue, SW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(c) *4700 Shepherd Parkway SW inspection facility*. All other vehicles making deliveries to the above listed locations except

for the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at 4700 Shepherd Parkway SW, Washington DC 20032.

(d) For all deliveries within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

(1) List of drivers;
(2) Date of birth for each driver;
(3) Social Security Number of each driver;
(4) Vehicle make;
(5) Vehicle model;
(6) License tag number and state where vehicle is licensed;
(7) Color of vehicle; and
(8) Contractor name, if shown on the vehicle.

(e) Information for deliveries made through the Shepherd Parkway facility must be faxed to (202) 226-0571. For verification of receipt, the contractor may call (202) 226-0905. Updates to the information must be renewed April 30, August 31, and December 31 of each year and provided to the U.S. Capitol Police whenever repetitive deliveries are anticipated..

(f) Any delivery that does not fall into the before mentioned categories should be coordinated, in advance, with the applicable government point of contact.

(End of clause)

AOC52.227-1 Patent Indemnity - Commercial Items (Jun 2004)

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of the contract, provided the Contractor is reasonably notified of such claims and proceedings.

(End of clause)

AOC52.232-5 Invoicing and Payments for Small Purchases (Jan 2007)

(a) Payments to vendors will be made in arrears after delivery or performance and expedited by the vendor's strict compliance with the following instructions:

(1) Invoices must be faxed to the Accounting Office at (202) 226-2580. Do not mail a duplicate copy of faxed invoices, as this will result in payment delays. For vendors without facsimile machines, invoices may be mailed to:

Architect of the Capitol
Ford House Office Building (FHOB)
ATTN: Accounting Division Room H2-205
2nd and D Streets SW
Washington, DC 20024.

Note that payment on mailed invoices will likely be delayed due to safety and security processing procedures at our mailing facility.

(2) Vendors may verify receipt of the facsimile by calling (202) 226-2552.

(3) Invoices shall contain:

(i) The Purchase Order number;
(ii) The vendor's nine digit IRS Taxpayer Identification Number (TIN);
(iii) The item number(s), description of supplies or services, size, quantities, unit prices, and extended totals of the item(s) or service(s) for which payment is requested; and
(iv) Unique invoice number for that particular invoice.

(b) Pursuant to Public Law 104-134, payment under this purchase agreement must be made directly to the vendor's financial institution through Electronic Funds Transfer (EFT). Information concerning enrollment requirements is available by telephoning the Accounting Division at (202) 226-2552. If the vendor is currently under EFT with the Architect of the Capitol, no further action is required other than to report changes.

(c) Prepaid transportation charges, if any, must be shown on the invoice as a separate line item and must be documented with the bill of lading and a copy of the receipt for the prepaid transportation charges in excess of $750.

(d) Long distance travel will be reimbursed in accordance with Federal travel regulations at the prevailing rates for localities and only if approved in advance in writing by the Contracting Officer.

(End of clause)

AOC52.232-8 Discounts - Small Purchases (Aug 2004)

In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.
(End of clause)

AOC52.233-1 Disputes (Mar 2008)
(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613) and as modified by Section 1501 of Title I of Division H of the Consolidated Appropriations Act, 2008, Pub. L. 110-161. (31 U.S.C. 702 NOTE).
(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $50,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer. For the purposes of this clause, all final decisions shall be rendered by the Architect of the Capitol's Director or Deputy Director, Procurement Division.
(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $50,000.
(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim
(e) For Contractor claims of $50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
(f) The Contracting Officer's decision shall be final unless the Contractor appeals, within ninety days of receipt of a Contracting Officer's decision, to the Government Accountability Office Contract Appeals Board, 441 G Street NW, Room 7182, Washington, DC 20548; facsimile 202-512-9749 or e-mail CAB@gao.gov.
(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.
(End of clause)

AOC52.246-2 Inspection and Acceptance (Jun 2004)
Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any

rejection, risk of loss will be on the contractor unless loss results from negligence of the Government.
(End of clause)

AOC52.246-3 Warranty of Commercial Items (Jun 2004)
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)

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 addresses: www.gsa.gov or www.govcon.com The provision that is in effect on the date the Contracting Officer signed this order is the provision that shall govern the order.

52.211-16 Variation in Quantity
52.222-6 Davis-Bacon Act
52.222-7 Withholding of Funds
52.222-8 Payrolls and Basic Records
52.222-9 Apprentices and Trainees
52.222-10 Compliance with Copeland Act Requirements
52.222-11 Subcontracts (Labor Standards)
52.222-12 Contract Termination - Debarment
52.222-13 Compliance with Davis-Bacon and Related Act Regulations
52.222-14 Disputes Concerning Labor Standards
52.222-15 Certification of Eligibility
52.222-20 Walsh-Healey Public Contracts Act
52.222-26 Equal Opportunity
52.222-27 Affirmative Action Compliance Requirements for Construction
52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans
52.222-36 Affirmative Action for Workers with Disabilities
52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans
52.222-41 Service Contract Act of 1965, As Amended
52.223-1 Biobased Product Certification
52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts
52.225-1 Buy American Act - Supplies
52.232-11 Extras
52.232-23 Assignment of Claims
52.243-1 Changes - Fixed Price
52.243-1 Changes - Fixed Price (Alternate I)
52.243-1 Changes - Fixed Price (Alternate II)
52.243-5 Changes and Changed Conditions
52.246-1 Contractor Inspection Requirements
52.246-2 Inspection of Supplies - Fixed-Price
52.246-6 Inspection of Services - Fixed Price
52.246-16 Responsibility for Supplies
52.247-29 F.O.B. Origin
52.247-34 F.O.B. Destination
52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form)
52.249-8 Default (Fixed-Price Supply and Service)
52.249-10 Default (Fixed-Price Construction)
(End of clauses incorporated by reference)