GDIT GSE&SC SUPPLEMENTAL GENERAL TERMS AND CONDITIONS FOR FIRM FIXED PRICE
PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS ON A FEDERAL CONTRACT

This supplement is applicable to the GSE&SC Prime Contract, Prime Contract # 19AQMM18C0185 only and amends the GDIT Standard Terms and Conditions entitled *General Terms and Conditions For Firm Fixed Price Purchase Orders For Non-Commercial Items on a Federal Contract*. Only these terms as indicated below are modified and all other terms and conditions of the original document remain unchanged.

Communication/notification required under this clause from/to Seller from the Contracting Officer shall be through the Buyer.

A. REPLACEMENT CLAUSES: The following clauses replace their corresponding clauses from the General Terms and Conditions For Firm Fixed Price Purchase Orders For Non-Commercial Items on a Federal Contract in their entirety as follows:

7. COMMUNICATION AND ACCEPTANCE OF PURCHASE ORDER:

7.1. All communication regarding fulfillment of the purchase order shall be addressed via email to the buyer referenced on this order.

7.2. This Purchase Order supersedes any prior offers, negotiations, and agreements concerning the subject matter herein an constitutes the entire agreement between Buyer and Seller.

7.3. Seller must provide notification of receipt of PO within 1-2 Business days and return the signed GDIT PO within 5 business days. Should delivery date change from those cited with confirmation of the order, vendor must immediately contact buyer and provide revised shipping date within 1-2 business days.

7.4. Where Seller fails to return a signed acceptance copy and acknowledgement of this Order as requested, this Purchase Order becomes a binding agreement, subject to the specific terms and conditions stated herein, upon the Seller's acknowledgment, Seller's commencement of performance, or Seller's acceptance of payment.

7.5. Unless otherwise negotiated and referenced herein, acceptance constitutes unqualified agreement to all the terms and conditions referenced herein.

7.6. Should Seller specifically propose additional or different terms, such terms shall not be binding on Buyer unless expressly accepted in a writing signed by Buyer

7.7. By supplying the product(s) requested through this Purchase Order, the Supplier certifies all requirements and specifications contained herein and in any Statement of Work, specification, or other written instruction accompanying this Purchase Order have been fulfilled.

11. TRANSPORTATION. For any applicable shipping charges to Sterling, VA, suppliers **are authorized but not required to** use our GDIT UPS or FedEx account information listed below. Use of these accounts is optional and provided solely for convenience. **The seller remains fully responsible for all shipments, delivery obligations and compliance with the Purchase Order terms and conditions.**

11.1. If the seller chooses to use GDIT's shipping accounts, the following account information should be used. For UPS small parcel shipments, you may use our UPS account # 6055AV and zip code 20164. For freight shipments with UPS under account 08449232, please select the Third-Party Bill To option and a bill to address of General Dynamics IT, 22626 Sally Ride Drive, Suite 180, Sterling, VA 20164. For FedEx small packages and freight under account 379655076, please reference the PO number in the REF1 field when creating the shipping label.

12.1. Any material requirements containing cable must meet the *reel* specifications cited within the order. Seller may only provide a single continuous run of the allotted footage cited on the order unless industry standard reels are ordered. No substitute of alternative lengths/runs to meet footage allotment shall be permitted. Large Volume delivery requires a five (5) business day notice to the warehouse team to ensure timely offloading/delivery.

12.2. Large volume deliveries are defined as anything exceeding two standard pallets in size and/or require offloading with special equipment greater than a 15,000 lb. forklift. Notice shall be provided to the following emails: james.o'donnell@gdit.com.

12.3. Seller must provide a Safety Data Sheet (SDS) document to meet compliance with GDITs requirements as well as 29 CFR 1910.1200 (g). GDIT requires an SDS for any items shipped against this order that contains Toxic or Hazardous substances 1% or greater in volume (or 0.1% or greater if it contains a known carcinogen). The SDS must be printed in English and contain the name of the chemical (same as on the label), the chemical and common names of the substance, a listing of the ingredients, a statement of the ingredients that are known carcinogens (or that present other known hazards or any specific hazards) and address all requirements listed in 29 CFR 1910.1200 (g) (2) Sections 1-15. SDS must be provided in the format specified in Appendix D to 1910.1200 - Safety Data Sheets.

12.4. All delivery requirements MUST include a Packing Slip with each delivery from Seller or OEM that identifies contents of packages. Please include Purchase Order Number assigned. Delivery Bills of Lading and/or Packing slips not in compliance are subject to refusal and/or delay in receiving and payment of invoices. For freight collect, except UPS, use purchase order number in lieu of account number on your bill of lading or airway bill.

21. INVOICES: "ALL INVOICES must reference the complete purchase order number including the revision and release number, if applicable, line-item number, quantity shipped and the unit price. Seller must reference the Tracking number of the order for the items invoiced for any shipment. Invoices must be submitted within sixty (60) days of delivery in order to be considered for payment. Seller is not to exceed the amount funded on this order without the prior consent of the authorized GDIT Buyer referenced above only. Work performed without this approval is at Supplier Risk. Invoice/Backup documents must be combined in 1 PDF File Format and only one invoice per email will be accepted.

21.1. If supplier submits invoices to GDIT's Accounts Payable team without receiving the executed purchase order from GDIT invoice shall be rejected by GDIT's AP team and it will have to be re-submitted once signed PO is returned. Purchase Orders are not made visible to GDIT's AP team until buyer receives signed order.

22.1. Payment can be made via EFT or check. To accept payment via EFT, Seller must enroll at www.paymode.com/gdist. Unless otherwise specified in this Purchase Order, terms of payment are "Net 60 days." If a discount for prompt payment of Seller's invoice is allowed, payment shall be made within the allowable period to qualify for such discount. The time allowable for payment shall begin after both: (a) Buyer's receipt of Seller's proper invoice, and (b) delivery and Customer acceptance of conforming Supplies. Any travel expenses to be incurred by Seller must be approved in advance by Buyer in writing.

22.2. Each payment made shall be subject to reduction to the extent of amounts which are found by Buyer or Seller to not have been properly payable and shall also be subject to reduction for overpayments. Seller shall promptly notify Buyer of any such overpayments and remit the overpaid amount except as otherwise directed by Buyer.

22.3. Payment shall be deemed to have been made as of the date of mailing BUYER's payment or electronic funds transfer.

22.4. Unless otherwise specified and agreed to in the Purchase Order, prices include all applicable federal, state, and local taxes, duties, tariffs, and similar government imposed fees, all of which shall be listed separately on the invoice. Only items and amounts identified on the Purchase Order or otherwise agreed to in writing between the Buyer and Seller shall be included on Seller's invoice.

22.5. The final invoice shall be supported by a schedule of cumulative amounts incurred and billed to completion date. The Prime Contractor shall not be held liable for final invoices submitted later than ninety (90) days after completion of services unless mutually agreed upon.

44. **CYBER SECURITY.** Seller will safeguard Buyer, Government and/or Covered Defense Information (CDI) that resides in or transits through covered contractor information systems by applying specified network security controls in accordance with NIST Special Publication 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations (https://csrc.nist.gov/publications/detail/sp/800-171/rev-2/final). Data covered by the Purchase Orders must be maintained within the fifty states of the US. Upon identification, the Seller shall report cyber incidents, within 72 hours of discovery directly to Seller's Buyer. The Seller shall report any incident to Buyer in writing that results in an actual or potentially "adverse effect" on Buyer, Government and/or CDI and shall follow all applicable FAR clauses in regard to safeguarding and reporting requirements around cyber security and cloud computing. Additional information regarding Cyber Security is located at https://www.gdit.com/about-gdit/our-partners/small-business-partners/cybersecurity-for-our-suppliers/.

46. **IDENTIFICATION OF HAZARDOUS MATERIAL AND SAFETY DATA SHEET.** Hazardous material includes any material defined under the latest version of Federal Standard No. 313. Seller must provide a Safety Data Sheet (SDS) document to meet compliance with GDITs requirements as well as 29 CFR 1910.1200 (g). GDIT requires an SDS for any items shipped against this order that contains Toxic or Hazardous substances 1% or greater in volume (or 0.1% or greater if it contains a known carcinogen). The SDS must be printed in English and contain the name of the chemical (same as on the label), the chemical and common names of the substance, a listing of the ingredients, a statement of the ingredients that are known carcinogens (or that present other known hazards or any specific hazards) and address all requirements listed in 29 CFR 1910.1200 (g) (2) Sections 1-15. SDS must be provided in the format specified in Appendix D to 1910.1200 - Safety Data Sheets. Class I Ozone depleting substances (ODS) are prohibited from use on this purchase order without prior Buyer's written approval

B. **ADDITONAL CLAUSES:** The following clauses have been incorporated into the General Terms and Conditions For Firm Fixed Price Purchase Orders For Non-Commercial Items on a Federal Contract by reference:

67.1 The Seller shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this Purchase Order by reference, for the acquisition of Non-Commercial Items (FAR Part 15).

FAR Reference	Clause Title (Date)	Applicability
52.203-3	Gratuities (Apr 1984)	Acquisitions ≥ $350,000
52.203-5	Covenant Against Contingent Fees (May 2014)	Acquisitions ≥ $350,000
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (May 2014)	Acquisitions ≥ $350,000
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	Acquisitions ≥ $350,000
52.215-2	Audit and Records-Negotiation (Jun 2020)	Acquisitions ≥ $350,000
52.215-13	Subcontractor Cost or Pricing Data - Modifications (May 2018)	Acquisitions ≥ $2,500,000
52.222-19	Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O. 13706)	All Acquisitions
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding $15,000 (Jun 2020)	Acquisitions ≥ $20,000
52.223-3	Hazardous Material Identification and Material Safety Data (Alternate I applies only to Non-DoD Contracts which involves hazardous materials.) (Feb 2021)	All Acquisitions
52.223-6	Drug Fee Workplace	All Acquisitions
52.223-20	Aerosols (Jun 2016) (E.O. 13693)	All Acquisitions
52.223-21	Foams (Jun 2016) (E.O, 13696)	All Acquisitions
52.225-13	Restrictions on Certain Foreign Purchases (Feb 2021)	All Acquisitions
52.232-17	Interest (May 2014)	Acquisitions ≥ $350,000
52.239-1	Privacy or Security Safeguards. (Aug 1996)	All Acquisitions

67. **DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES**

Reference	Clause Title (Date)	Applicability
652.204-70	Department of State Personal Identification Card Policy and Procedures (Feb 2015)	All Acquisitions
652.225-71	Section 8(a) of the Export Administration Act Of 1979, As Amended (Aug 1999) (applicable at/over $250,000)	All Acquisitions
652.229-70	Excise Tax Exemption Statement for Contractors Within The United States (Jul 1988)	All Acquisitions
652.229-71	Personal Property Disposition at Posts Abroad (AUG 1999)	All Acquisitions

652.237-72	Observance of Legal Holidays and Administrative Leave (Feb 2015)	All Acquisitions
652.239-71	Security Requirements For Unclassified Information Technology Resources (Sep 2007)	All Acquisitions
652.242-73	Authorization and Performance (Aug 1999)	All Acquisitions
652.243-70	Notices (Aug 1999)	All Acquisitions
652.247-70	Notice of Shipments (Feb 2015)	All Acquisitions
652.247-71	Shipping Instructions (Feb 2015)	All Acquisitions

C.   **REMOVAL OF CLAUSES:** The following clauses do not apply to GSE&SC and have been deleted from the General Terms and Conditions For Firm Fixed Price Purchase Orders For Non-Commercial Items on a Federal Contract in their entirety:

66. **PAST PERFORMANCE RATINGS FOR SMALL BUSINESS SELLERS**

    67.1 FAR CALUSES

FAR Reference	Clause Title (Date)	Applicability
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts. (Oct 2016)	Doesn't Apply to GSE&SC
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)	Doesn't Apply to GSE&SC
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements. (May 2014)	Doesn't Apply to GSE&SC
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (Jun 2016) (E.O. 13693)	Doesn't Apply to GSE&SC
52.224-3	Privacy Training. (Jan 2017)	Doesn't Apply to GSE&SC
52.225-3	Buy American--Free Trade Agreements--Israeli Trade Act. (Oct 2022)	Doesn't Apply to GSE&SC

    67.2 DFARs CLAUSES (removed in their entirety)