



REQUEST FOR QUOTATION (RFQ)

RFQ-FURAT-III-011-2026

RFQ Number: RFQ-FURAT-III-011-2026
Description: Professional A3–A5 Overhead Scanners Procurement for the Ministry of Local Administration and Environment (MOLAE)
RFQ Release Date: September 28, 2026
RFQ Closing Date: October 22, 2026
RFQ Closing Time: 4:00 PM – Local Time, Damascus, Syria
Basis of Award: Lowest Price, Technically acceptable

From: Creative Associates International, Inc., Washington, DC, on behalf of FURAT III Project
Funded by: Near Eastern Affairs NEA,
Contract # SNEAAC23CA0008

Enclosed is a Request for Quotation (RFQ). Creative Associates International, Inc., invites qualified firms to submit a lower-price quotation for supplying Professional A3–A5 Overhead Scanners and handover of them to the Ministry of Local Administration and Environment (MOLAE) in Damascus, Syria, under Creative Associates International, Inc. and the referenced NEA cooperative agreement. After the evaluation, as described herein, resulting in selecting a winning quotation, the issuance of an award is subject to successful negotiation of the terms and conditions.

The requirements for this RFQ are described in the “**Minimum Technical Requirements**” in Attachment C. Creative encourages your firm to indicate its interest in this procurement by submitting a quotation according to the instructions in Attachment A “**RFQ Requirement**”. Quotations will be evaluated based on the “**Evaluation Criteria**” in Attachment C. Creative will make an award to the responsible Offeror(s) submitting an offer which provides lower value to the project.

Offerors should ensure their RFQ is well-written in English, easy to read, follow the instructions provided and contain only requested information.

Any questions should be submitted via email to Procurement-syria@furatlogs.com no later than **five days after** the issue date of this RFQ. **No questions will be entertained if they are received by means other than the specified email address, and any communications to alternate e-mail addresses will result in the disqualification of the bidder.** The solicitation number (RFQ-FURAT-III-011-2026) should be stated in the subject line. Answers will be compiled and distributed within two days from the closing date of questions.

RFQ must be comprised of **listed below required documents mentioned in the Instruction to the Offeror**, sent in one e-mail, and labeled with the above-stated RFQ number and title. Submissions shall be delivered to: **Creative Procurement Department under this email address:** Procurement-syria@furatlogs.com



This RFQ includes the following sections:

- 1. Introduction**
- 2. Instructions to Offerors**
- 3. Technical Specifications**
 - Attachment A: Offerors Summary Sheet**
 - Attachment B: Statement on Source and Origin**
 - Attachment C: Minimum Technical Requirements**
 - Attachment D: Offeror's Professional Reference Sheet**
 - Attachment E: Contract Terms and Provisions**

Sincerely,

Procurement Dept.
Creative Associates International, Inc.



1.0 Introduction

FURAT III Project is a NEA-funded project based out of Syria and implemented by Creative Associates International, Inc. (Creative). The goal of FURAT III is to support local governance actors and citizens in Syria.

The purpose of this RFQ is to procure specialized Professional A3–A5 Overhead Scanners to improve MOLAE’s digital infrastructure. The selected offeror will be responsible for developing the quotation and providing a detailed budget for the proposed request.

The supply of the needed item must be proportionate delivered to the MOLAE in Syria.

In order to further this objective, Creative requests quotations for the following item:

SN	Item	Description	Quantity
1	Professional A3–A5 Overhead Scanners	Professional A3–A5 Overhead Document Scanners.	200

2.0 Instructions to Offerors

These Instructions to Offerors will not form part of the offer or of the Agreement. They are intended solely to aid Offerors in the preparation of their proposals. **Read and follow these instructions carefully.**

1. The quotation and all corresponding documents related to the request must be written in the English language, unless otherwise explicitly allowed. Additionally, all quotations should be single-spaced with clear section headings, and be presented in the order specified in Evaluation Criteria.
2. Quotations and all cost and price figures must be presented in **USD**. All prices should be gross of tax and customs duties.
3. The Offeror must state in their Quotations the validity period of their offer. The minimum offer acceptance period for this RFQ is 30 days after closing date of the RFQ. If an Offeror has provided a validity period of less than 30 days, they will be asked to revise this. If the Offeror does not extend the validity period, their proposal will be rejected. Creative reserves the right not to make an award.
4. Catalogs for the proposed Scanners must be submitted, including brand, country of origin, and all descriptive information. These specifications must be adhered to and not replaced with others during the supply process.
5. No costs incurred by the Offerors in preparing and submitting the quotations are reimbursable by Creative or/and the MOLAE. All such costs will be at the Offeror’s expense.
6. Modification/Withdrawal of Offers: Offerors have the right to withdraw, modify or correct their offer after it has been delivered to Creative at the address stated above, and provided that the request is made before the RFQ closing date.
7. The quotations will be independently reviewed by technical and procurement committee and approved by the Ministry before any solicitation for supply.



8. No procurement or shipment may proceed before the RAM Vetting and host-government approval reviews are completed.

Failure to agree and comply with any of the above specifications will result in the Offeror being considered unresponsive and the proposal may be rejected.

2.1 Period and Place of Performance, Documents, Delivery, Inspection and Acceptance Requirements

A. Delivery

1. PERIOD OF PERFORMANCE

The total duration of this assignment will be **45 calendar days** from the contract execution date.

2. PLACE OF PERFORMANCE

Under this RFQ the supply will be conducted in close coordination with the MOLAE in Damascus, Syria; off-site work is permitted for analysis, design, and documentation tasks.

3. DELIVERY:

Delivery and assembly will be arranged by the vendor. All delivery costs will be included within the price offer. All items must be delivered and assembled no later than two months after signing the contract.

B. Submission of Proposal:

Quotation must be submitted **to the following e-mail:** Creative Procurement Department
Procurement-syria@furatlogs.com

- a. The email should be clearly labeled with the RFQ number and project title.
- b. Quotations must be delivered no later than the specified date/time to the address below:

C. Required Documents

Complete quotes will consist of the following:

- a. Offeror's Commodity Summary Sheet (included as Attachment A)
- b. Completed Statement on Source & Origin (included as Attachment B)
- c. A signed Minimum Technical Requirements table and provide all the additional requirement mentioned in the table (included as Attachment C)
- d. Professional Reference Sheet (included as Attachment D)
- e. Any other documents or submissions required by the solicitation.

D. Inspection and Acceptance Requirements

All Scanners shall be new and free of defects. All equipment must be inspected on the MOLAE's premises, to ensure conformance to technical specifications and functioning normal parameters.



Testing will be carried out at the MOLAE's facilities. As a result of testing the successful Offeror demonstrates that none of the equipment supplied has any defects arising from design, materials, or workmanship. This is in addition to standard required warranty.

Descriptive literature for the items, including full technical specifications, must be submitted with each copy of the offer. This literature will be used to demonstrate compliance with the specifications of the offer and will not be considered to amend the offer in any way. Deviations from the RFQ requirements included in the descriptive literature furnished by the Offeror must be fully explained. In case of any conflict between the specifications in the descriptive literature and specifications in the quotation, the specifications in the descriptive literature will be ignored, and the conflict noted.

E. RFQ REQUIREMENTS

1. **Source Code:** Offerors are required to indicate the source of all products in their proposals. In accordance with the US Code of Federal Regulations (CFR), 22 CFR 228; all goods and services supplied must meet the below checked Geographic Code:

- ☐ 937 (special free world); or
- ☐ 935 (any area or country including the recipient country, but excluding any country that is a prohibited source)

Per 22 CFR 228, the following definition applies: "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse.

Restricted countries: Under no circumstances may items or items with components from any countries restricted by the US Office of Foreign Asset Control (OFAC). Additional information on these restrictions can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Programs.aspx>

Offerors are also required to indicate the source of all products in Columns B and C. Per 22 CFR 228, the following definitions apply:

- a. **Source:** "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse.
 - b. **Brand Names:** Specific brands and/or models indicated—while often preferred—are for description only. An equivalent substitute, as determined by the specifications, will be acceptable.
Attachment B, "Statement and Source & Origin, is mandatory to document the above requirements.
2. **Warranty Requirements:** Offerors are expected to provide warranty information for all items.
 - a. **Warranty on any equipment must be valid in Syria. Offers not offering warranty in Syria will be rejected.**



- b. Offerors shall confirm that all supplied equipment is new, unused, of the most recent models and incorporates all recent improvements in design and materials.
- c. Furthermore, the successful Offeror shall be responsible for replacing (if totally damaged) or repairing any defect in, or damage to, any part of the supplies which appear during the warranty period and which:
 - i. result from the use of defective materials, faulty workmanship or design of the Vendor; or
 - ii. result from any act of omission of the Vendor during the warranty period; or
 - c. appear in the course of an inspection made by, or on behalf of the Buyer.

3. Quotations:

- a. Prices must include delivery and installation of any items across Syria. Offers must show unit prices, extensions, and total price. Quotations must be a fixed price, expressed in USD.
- b. Offerors shall fill in the unit price for each item in the **Bill of Quantity (see Attachment D)**. For each item, the quantity given in the “Quantity” column shall be multiplied by the unit price and the result entered in the “Total Amount” column. In case of any discrepancy between a unit price and an amount, the unit price will be taken as correct, and the amount adjusted accordingly. For any item for which a unit price or amount is not shown, it will be assumed that the Offeror does not include that item in their proposal.
- c. Offers must remain valid for **not less than thirty (30) calendar days** after the offer deadline.

4. Negotiations: Best-offer quotations are requested. The award will be made to a responsible supplier submitting the lowest price, technically compliant proposal. However, Creative reserves the right to conduct negotiations and/or request clarifications prior to awarding a contract.

5. Evaluation and Award: The award will be made to a responsible Offeror whose offer follows the RFQ instructions and meets the source/nationality requirements. The proposal will be evaluated based on its responsiveness to the technical requirements listed in **Section 3.0 Technical Specification** and **Attachment C, Minimum Technical Requirements**.

6. Type of Contract: Creative intends to award a Fixed Price Purchase Order (PO) for this RFQ. Creative may award the procurement in full or in part to one Offeror, multiple Offerors, or no Offerors.

7. Terms and Conditions: This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate Creative or any USG Agency to award a purchase order, nor does it commit Creative or USG to pay for costs incurred in the preparation and submission of a proposal. Creative may award the procurement in full or in part to one Offeror, multiple Offerors, or no Offerors. This solicitation is subject to Creative standard terms and conditions. Any resultant award or purchase order will be governed by these terms and conditions.



Attachment A
Offeror's Summary Sheet

Business Name of Offeror: _____

Business Address: _____

Offeror's Representative Name: _____

Representative Contact Info: _____

Business License Number: _____

Date of Quote: _____

Item	Qty	Unit Price	Total Price
Professional A3–A5 Overhead Document Scanners.	200		

TOTAL COST (USD): _____

The total cost shall be the final price for all items, and inclusive of shipping, taxes, duties and any other charges. Under no circumstances shall any additional charges be added.

1. **Description of Warranty** (include name, address, and telephone number of the authorized in country service maintenance provider)
2. **Delivery time** (Offerors are expected to propose an implementation schedule for supply and delivery _____ days .)
3. **Catalog is attached** (Please attach the catalog of the offered item)

Signature:

Name:

Title:

Date:



Attachment B
Statement on Source & Origin

STATEMENT ON RULES ON SOURCE AND NATIONALITY FOR COMMODITIES AND SERVICES FINANCED BY
USG
[CITE: 22CFR228.11], [CITE: 22CFR228.14]

Hereby the Offeror certifies that:

He/she has thoroughly studied the Section 2.2 of this RFQ containing “Rules on Source, and Nationality for Commodities and Services financed by USAID” [CITE: 22CFR228.11], [CITE: 22CFR228.14] and his/her company as well as all the components and commodities being offered in his/her Offer to this RFQ meet all required source and nationality eligibility criteria as specified under Section 2.2 of this RFQ.

Signature:

Name:

Title:

Date:

Attachment C
Minimum Technical Requirements

1. Technical Requirements:

In the attached table, there is a set of technical and standard specifications for the process of soliciting quotations for the purchase of **200** new **Professional A3–A5 Overhead Document Scanners**.

The purpose of this technical and standard specification document is to define the general specifications of the required materials and to clarify the terms that must be applied in the procurement process.

		Main category	Requirement	
Technical Specifications	1	Scanner Type	New, professional-grade Overhead / Planetary Document Scanner with an elevated scanning head, camera, or integrated scanning arm.	
	2	Scanning Method	Contactless overhead scanning from above. The document shall remain stationary on the scanning surface during image capture. OCR: Arabic & English	
	3	Scanning Resolution	Minimum 300 dpi optical resolution, with 600 dpi optical resolution preferred.	
	4	Paper & Document Size	Support for A3, A4, A5 and smaller document formats.	
			Ability to scan documents in both portrait and landscape orientation.	
	5	Lighting	Integrated LED or equivalent document illumination designed to minimize shadows, reflections, and glare.	
	6	Connectivity & Interface	Minimum USB 3.0 or higher connectivity.	
			Network connectivity Ethernet is mandatory.	
	7	Software & Compatibility	Compatible with Windows 10 and Windows 11 or later supported versions.	
	8	Reliability, Maintenance & Accessories	Suitable for high-volume daily scanning	
			All required power cables, USB/network cables, drivers, software licenses, scanning mat, holders, and standard accessories shall be included.	
		Main category	Description	Requirement
Standard Specifications	9	Warranty and Support	Manufacturer's warranty details	At least 6 months
			Technical support and service network	A proof is needed
	10	Delivery date and location	Expected delivery timeline	- Within 45 calendar days of signing the contract. - The delivery location will be identified later on (Must in Syria)

	11	Payment	Terms and conditions	• Payments terms will be negotiated
	12	Evaluation Criteria	Terms and conditions	• The lowest price achieved after meeting the technical specifications and adhering to the delivery date.
	13	Additional Requirements	Terms and conditions	• Valid business license or other MOLAE acceptable registration/license, with required identifying information.
			Reference materials	• Copy of the applicant's ID. • Copy of the proposed Scanners' manufacturer catalog.

1. EVALUATION AND SELECTION:

- a. Only quotations that meet the requirements above will be considered for financial evaluation. Please note that if there are significant deficiencies regarding responsiveness to the requirements of this RFQ, an offer may be deemed “non-responsive” and thereby disqualified from consideration.
 - b. A financial evaluation will be conducted after ensuring compliance with the technical requirements of the proposal Considering the lower value basis after meeting the minimum technical specification.
 - c. The committee will sign a minutes of bid opening, announce the name of the winning supplier, and directly communicate with him to complete the contracting process and attend project preparation sessions.
 - d. Award is subject to successful negotiation of final terms and conditions and to any required approvals and clearances. No supply, shipment, installation, configuration, or commissioning activity may begin until the required design review, and any applicable approvals have been completed.
- A. To ensure that best offer is obtained, the following will also be considered in addition to the above:
- a. Acceptable Quotation Validity Period
 - b. Availability of items
 - c. Delivery within specified time (1.5 months after award)
 - d. Acceptable warranty period
 - e. Acceptable references (if applicable)

B. Proposal Opening and Extension of the Solicitation Period



- a. **Technical Evaluation Condition:** Technical evaluation shall proceed exclusively where two or more proposals are received by the submission deadline. Only offerors meeting the minimum technical qualification threshold will proceed to the cost/business proposal opening and evaluation stage.
- b. **Financial Evaluation Condition:** Financial evaluation shall proceed exclusively where two (2) or more offerors successfully pass the technical evaluation by achieving a minimum technical qualification. If only one (1) offeror meets or exceeds the minimum technical qualification threshold, the cost/business proposal of that offeror shall not be opened or evaluated, and the procurement process shall not proceed to the financial evaluation stage.
- c. If the technical or/and financial evaluations were failed, the solicitation will be extended for an additional two (2) weeks, to encourage additional eligible offerors to participate.
- d. Creative reserves the right to further extend, cancel, amend, or otherwise modify the solicitation process, as necessary, in accordance with applicable procurement policies and required approvals in close coordination with the MOLAE.



Attachment D
Offeror's Professional Reference Sheet

1. Name of Offeror:

Address:

Telephone:

2. List of Minimum of Three (3) Past References:

	Name	Title	Organization	Telephone or E-mail Address	Nature of Reference
1					
2					
3					
4					
5					

Authorized Signature: _____

Printed or Typed Name: _____

Title: _____

Date: _____



Attachment E
CREATIVE ASSOCIATES INTERNATIONAL, INC
PURCHASE ORDER
2026 STANDARD TERMS AND CONDITIONS

Work performed or supplies delivered under the Purchase Order resulting from Creative's selection of this organization is pursuant to the terms and conditions required by Client. All relevant flow-down clauses from the prime award will be incorporated in the Purchase Order: (a) in such a manner as to make the Vendor subject to those clauses, as applicable, and (b) to the extent necessary to enable Creative to perform its' obligations under the prime award to enable the Client to enforce its rights hereunder. This agreement incorporates the relevant agency regulations as applicable. In cases where FAR regulations are cited, these are incorporated as Creative has elected to use them to communicate what it will consider as reasonable and justifiable. To the fullest extent that these clauses flow down or apply to Vendor, they are incorporated herein by reference with the same force and effect as if they were given in full text. Where appropriate and applicable under these clauses, references to the "Government" shall be interpreted to mean the Creative Associates and "Contractor" to mean the recipient of the Purchase Order resulting from this award.

Vendor and Creative Associates International, Inc. ("Creative" or "Company") enter into the following Agreement ("Purchase Order") with the following terms and conditions:

1. **RELATIONSHIP WITH CLIENT** – The Vendor does not have a direct relationship with Creative's client under this Purchase Order. The Vendor shall not communicate with any official or employee of the client concerning any aspect of this Purchase Order without the explicit prior written authorization of Creative's Corporate Monitor. All required client approvals must be initially directed through Creative.
2. **COMPLETE AGREEMENT AND CONDITIONS.** This Purchase Order and documents specifically incorporated herein by reference contains all the agreements and conditions made between Creative and Vendor and supersede and replace all other agreements between Creative and Vendor whether verbal or written, with respect to the subject matter hereof. Any copy of this Purchase Order will be considered as effective for any purpose as if it were the original.
3. **ACCEPTANCE.** Unless otherwise provided herein, Vendor's acknowledgement of this Purchase Order or commencement of any work or performance of any services hereunder shall constitute acceptance by Vendor of this Purchase Order and all of its terms and conditions. No term or condition stated by Vendor in acknowledging or otherwise accepting this Purchase Order shall be binding upon Creative unless specifically accepted in writing by Creative. Any objection by Vendor will be ineffective unless Creative is advised in writing thereof prior to signing of the Purchase Order.
4. **NOTICES.** The Vendor is required to immediately notify Creative of any circumstance which may negatively impact the timely performance of this Purchase Order.



5. **SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
6. **PAYMENT TERMS.** Vendor shall invoice Creative in accordance with instructions in the body of the Purchase Order. Vendor shall be paid not later than thirty (30) days after acceptance of the work invoice and receipt of an acceptable invoice requesting payment. Final invoices shall be submitted within sixty (60) days after the last delivery date or the end of the period of performance. Invoices received after sixty (60) days may not be processed.

Unless otherwise mutually agreed to by the Parties, Vendor hereby agrees to release and discharge the Creative, its officers, agents, and employees, successors and assigns of and from all liabilities, obligations, and claims arising out of or under this Purchase Order, where such are submitted after the stated one hundred and eighty (180) day "Limitation Period".

7. **TAXES.** Vendor shall pay value-added taxes and custom duties assessed by the host government. This responsibility does not include sales tax or employment taxes required by local law which will be invoiced separately to Creative. The Vendor is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which the Vendor is normally responsible as a result of operating its business. Vendor shall be responsible for providing a tax identification number, along with bank account details, company name, company or corporate registration number, company address, contact number.
8. **SUBCONTRACTING.**
 - a. Vendor shall not subcontract any work called for by the Purchase Order without the prior written consent of Creative. Vendor shall require an agreement with conforming performance requirements from immediate and lower-tier suppliers.
 - b. Vendor agrees to select Vendors/suppliers on a competitive basis to the maximum extent practical consistent with the objectives and requirements of this Purchase Order.
 - c. Any lower-tier Purchase Order approved under this Purchase Order shall include essentially the same terms, conditions, certifications, and assurances as included in this Purchase Order.
9. **ASSIGNMENT.** Vendor shall not assign this Purchase Order or any rights hereunder or any monies due or to become due hereunder without the prior written consent of Creative, and no purported assignments by Vendor shall be binding on Creative without its written consent.
10. **APPLICABLE LAW AND LANGUAGE.** In the performance of the Work under this Purchase Order, the Vendor shall comply with all applicable laws, rules, and regulations including host country laws, rules and regulations should the Work be performed outside of the United States. This Purchase Order shall be construed, interpreted and applied in accordance with the laws of Maryland except those portions of the Federal Acquisition Regulation (FAR) or other regulations applicable to government procurement that are incorporated by full text or reference in the Purchase Order. These provisions shall be interpreted in accordance with the Federal common law of Government as applied by the Federal Courts, Board of Contract Appeals, and quasi-judicial agencies of the Federal government. All notices pursuant to the provisions of this Purchase Order shall be in English.



11. **STATUS AS INDEPENDENT CONTRACTOR.** The Vendor has entered into this Purchase Order as an independent Contractor. Nothing contained herein shall be construed as creating the relationship of employer and employee between Vendor and Creative or any of its employees. Vendor's employees, agents and/or representatives (hereinafter "Employees") performing under this Purchase Order shall at all times be under Vendor's direction and control and Vendor shall so inform them. Vendor shall pay all wages, salaries, and other amounts due its Employees in connection with this Purchase Order and shall be responsible for all reports and obligations for its Employees, including, but not limited to, social security and income tax withholdings, unemployment compensation, worker's compensation, and equal employment opportunity reporting. Under no circumstance shall Vendor be deemed an agent or representative of Creative or authorized to commit Creative in any way.

Other than Work to be performed under this contract for which an employee or consultant is assigned by the Vendor, no such employee or consultant of the Vendor shall engage, directly or indirectly, either in his/her own name or in the name of or through the agency of another person, in any business, profession or occupation in the Cooperating Country or other foreign countries to which he/she is assigned, nor shall he/she make loans or investments to or in any business, profession or occupation in the Cooperating Country or other foreign countries in which he/she is assigned. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.

The Vendor shall take all reasonable precautions to prevent damage, injury, or loss to all persons performing services hereunder, the Work, all materials and equipment utilized therein, and all other property at the site of the Work and adjacent thereto. Except as otherwise directed by Creative, the Vendor has or will have, prior to commencement of any work, all necessary business and professional licenses, permits, and other necessary Federal, State, County, Municipal, or other licenses as may be required to enable the Vendor to perform the services required hereunder.

12. **COPYRIGHTS.** The Vendor agrees that all copyrightable material produced by the Vendor under this Purchase Order shall be a work for hire and, as such, the sole property of Creative. Creative shall have exclusive rights to reproduce such materials in any country or countries.
13. **RIGHTS IN DATA.** Vendor understands and agrees that Creative may itself and permit others, including government agencies of the United States and other foreign governments, to reproduce any provided publications and materials through but not limited to the publication, broadcast, translation, creation of other versions, quotations there from, and otherwise utilize this work and material based on this work. During the performance period of this agreement and thereafter, Vendor agrees to take all actions and execute any documents that Creative may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (all related expenses to be borne by Creative). Vendor shall identify all materials it intends to exempt from this provision prior to the use or development of such materials. Vendor shall defend, indemnify, and hold harmless Creative against all claims, suits, costs, damages, and expenses that Creative may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the work, or any infringement or violation by the work of any copyright or property right; and until such claim or suit has been settled or withdrawn, Creative may withhold any sums due the Vendor under this Purchase Order.



14. **ACCESS TO RECORDS.** Creative, the Client Agency, the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any records of the Vendor which are directly pertinent to this Purchase Order for the purpose of an audit or examination.
15. **CONFIDENTIAL AND PROPRIETARY INFORMATION.** In performing the Work, the Vendor shall not directly or indirectly or through its employees disclose to any third person or use for the benefit of anyone other than Creative, either during or after the term of this Purchase Order (or for the period of time stipulated in applicable data), any proprietary information of Creative, whether relating to the Work performed hereunder or to the business and affairs of Creative, or Creative's Client. Such information shall include, without limitation, Creative or Client manuals, reports, forms, templates, or procedures. Disclosure shall not be made without the prior written consent of Creative unless disclosure is required by law, in which case notification of the request for such information shall be provided to Creative prior to release. Information identified in writing by the Vendor as confidential and/or proprietary shall be similarly treated by Creative. This clause applies to information which has been designated as proprietary or which should be treated as proprietary in light of the circumstances surrounding its acquisition without the prior written consent of Creative.

The Vendor shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, without the prior written consent of Creative which shall not be unreasonably withheld.

All evaluations, reports, records, and other work products relating hereto produced by the Vendor pursuant to this Purchase Order shall be considered technical data and subject to the provisions of FAR 52.227-14, Rights in Data--General.

The terms of confidentiality shall remain in force for three (3) years from the date of project completion, or termination of this Purchase Order whichever is greater.

16. **PATENTS.** Vendor guarantees that the sale and use of each and all articles and things now or hereafter delivered hereunder will not infringe any patent or copyright; that Vendor will, at its own expense, defend any action, suit or claim or assist in defense thereof, including any brought against Creative or the U.S. Government, in which an infringement of any patent or copyright is alleged with respect to the sale or use of such articles or things; and that Vendor will indemnify and save harmless Creative and its customers and uses, including the Government, from any and all losses, costs, and damage for infringement or alleged infringement of any patent or copyright because of the sale or use of such articles or things.
17. **PATENT RIGHTS.** Vendor will disclose promptly to Creative all ideas, inventions, discoveries, and improvements, hereinafter referred to as "Subject Inventions", whether or not patentable, relating to the work hereunder that are in the performance of its work under this Purchase Order. Vendor agrees to keep a written record of its technical activities and all such records and such Subject inventions shall become the sole property of Creative. During or subsequent to the period of this Purchase Order, Vendor will execute and deliver to Creative all such documents and take such other actions as may be reasonably required by Creative to assist it in obtaining patents and vesting in Creative, or its designee, title to said Subject Inventions.



18. **CONFIDENTIAL AND PROPRIETARY INFORMATION.** Vendor agrees that all information disclosed, obtained, or discovered by Vendor or its representatives from, but not limited to, drawings, prints, publications, specifications, processes, manufacturing techniques, verbal explanations, schedules and the like, as a result of this Purchase Order, are received in confidence and are the proprietary property of Creative, and that such information shall not be reproduced or used by Vendor or transmitted or disclosed to any person or organization by Vendor, without the prior written consent of Creative, provided, however, that upon prior written notice to Creative, Vendor shall have the right to use such information in the manufacture of end items for direct sale to the Government to the extent the Government has the right to authorize such use by Vendor, and further provided that Vendor identified to Creative the information to be used, and to the extent practicable prominently identifies each such end item as being manufactured by the Vendor for direct sale to the U.S. Government.
19. **WAIVER.** The failure of Creative in any one or more instances to insist upon performance of any of the terms or conditions of this Purchase Order, or to exercise any right or privilege in this Purchase Order contained, or the waiver of any breach of the terms or conditions of this Purchase Order shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.
20. **RISK OF LOSS.** Vendor will bear all risk of loss on supplies called for by this Purchase Order until final acceptance by Creative, or a designated third party at destination, unless otherwise specified in this Purchase Order, except for loss occasioned by gross negligence of Creative. Vendor also assumes all risk of personal injury, and all risk of damage to or loss of personal property furnished by it.
21. **LIABILITY FOR INJURY.** Vendor agrees to be responsible for, and to indemnify and save harmless, Creative and its employees and customers from any and all injury, death, damage, and loss to persons or property arising from or incident to the work to be performed by Vendor pursuant to the Purchase Order, whether performed on the premises of Vendor or Creative or elsewhere. Vendor agrees to carry and maintain insurance coverages satisfactory to Creative to cover the above and upon Creative's request, to furnish to Creative certificates or other appropriate evidence of such insurance.
22. **NOTICE OF LABOR DISPUTES.** Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order, Vendor shall immediately give notice thereof to Creative. Such notice shall include all relevant information with respect to such dispute.
23. **INSPECTION.** All supplies and services will be subject to inspection and test by Creative, its customers, higher tier contractors, and the U.S. Government, at all times and places, as such parties may require. Vendor shall provide, without additional charge, all reasonable facilities and assistance for the safety and convenience of the foregoing parties in performance of such inspections and tests. In case any supplies or services are defective in material workmanship or otherwise not in conformity with the requirements of this Purchase Order, Creative will, in addition to any other rights, have the right to: (i) reject same and rescind the Purchase Order as to the rejected supplies or services; (ii) reject same and require the correction thereof by the Vendor; or (iii) accept same and deduct from the amount due Vendor the cost of remedying such defect. If Creative elects the foregoing (ii), Vendor will promptly replace same with supplies or services acceptable to Creative in accordance with Creative's instructions at no expense to Creative. If Vendor fails to replace or correct promptly such supplies or services in accordance with Creative's instructions, Creative may (i) by contract or otherwise replace



or correct such supplies or services and charge Vendor the cost occasioned Creative thereby, or (ii) terminate this Purchase Order for default in accordance with the clause hereof entitled "Termination".

Notification of prior rejection will be submitted with replacement of such rejected supplies and Services. Final inspection and acceptance will be made by Creative or designated third parties at destination unless otherwise specified in this Purchase Order. Vendor will provide and maintain an inspection system acceptable to Creative. Records of all inspection work by Vendor shall be kept complete and available to Creative during the performance of this Purchase Order and for such longer period as Creative determines. No inspection (including source inspection, tests, approval including design approval), or acceptance by any of the foregoing parties shall relieve Vendor from responsibility for all defects or other failure to meet the requirements of this Purchase Order or from any warranties. Rights hereunder are cumulative and in addition to any other rights or remedies provided in this Purchase Order or in law of equity.

Creative's acceptance of the services and deliverables provided by Vendor under this agreement are dependent upon Creative obtaining acceptance from its Client, where appropriate.

24. **WARRANTY.** The Vendor shall be responsible for the professional quality, technical accuracy, and the coordination of all material produced and services furnished by the Vendor under this Purchase Order.

Vendor warrants that all goods and services (to include any recommendations made or reports submitted) provided under this Purchase Order shall be new and free from defects and faults in material and workmanship, suitable for their intended purpose, fit for consumer use, if applicable, of the highest industry standard, and in conformance with any and all technical specifications, drawings, and standards of quality and performance provided by either Creative or its Client. Any goods or deliverables required under this Purchase Order shall be in the format specified by Creative and shall be subject to acceptance by Creative. Additionally, Vendor's warranties together with any service warranties from third parties, to include manufacturer or supplier warranties, shall comply with all requirements identified in Creative's prime contract with its Client and shall be passed on to and in the name of both Creative and Creative's Client. Said warranties shall survive any delivery, inspection, acceptance, or payment by Creative.

25. **PROFESSIONAL STANDARDS.**

a. Creative agrees and represents that:

- Entering into this Purchase Order and performing the duties and services foreseen hereunder will not create a conflict of interest for Vendor or Creative; and
- All applicable laws and regulations governing the conduct of government contractors will be observed and complied with.

b. Vendor recognizes it may be necessary for Creative to disclose to appropriate authorities the fact of Vendor's retention, the duties performed by Vendor and the compensation paid to Vendor. Vendor hereby consents to the disclosure of this and related information should Creative believe it is required or in its best interest to do so.

26. **PROHIBITED ACTIVITIES.** Vendor agrees it shall not provide any of the following services under this Purchase Order, and that Creative shall not pay for such services:



- a. Services to improperly obtain, distribute or use information or data protected by law or regulation;
- b. Services that are intended to improperly influence the contents of solicitations, the evaluation of proposals or quotations, or the selection of sources for contract award by either the Government, a prime contractor or a Vendor;
- c. Any activity which results in violation of any statute or regulation prohibiting improper business practices or conflicts of interest; and
- d. Services that are inconsistent with the purpose and scope of those contracted for under this Purchase Order.

27. SUSPENSION/STOP WORK ORDER. Creative may provide written notice to suspend, delay, or interrupt all or a part of the Work to be provided hereunder for a period of up to ninety (90) days after the suspension order is delivered to the Vendor. In such event, the Vendor will resume work of the suspended activities only upon written notice from Creative. The notification to suspend work shall be specifically identified as a Stop-Work Order (SWO) issued under this clause. Upon receipt of the SWO, Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the SWO during the period of work stoppage. Within a period of identified time in the SWO after a SWO is delivered to Vendor, or within any extension of that period, Creative shall either (1) cancel the SWO or (2) terminate the work covered by the SWO as provided for in the applicable "Termination" clause contained herein. If a SWO issued under this clause is canceled or the period of that SWO or any extension thereof expires, Vendor shall resume work. Creative shall make an equitable adjustment in the delivery schedule or Purchase Order price, or both, and this Order shall be modified in writing accordingly if (1) the SWO results in an increase in the time required for, or in Vendor's cost properly allocable to, the performance of any part of this Order; and (2) Vendor asserts its rights to the adjustment within thirty (30) days after the end of the period of work stoppage.

Nothing herein will be construed as relieving Vendor of its obligations to perform, including without limitation, the failure of the parties to agree upon Vendor entitlement to, or the amount of, any adjustment in time or compensation. If the Work is reduced by a change authorization issued hereunder, such action will not be the basis for a claim based on loss of anticipated profits.

Creative may, at its sole discretion, require corrective action per FAR 8.406-3 Remedies for nonconformance.

28. LATE PAYMENT AND DELIVERY. If the Vendor fails to deliver the supplies or perform the services within the time specified in this agreement, with the exception Force Majeure, Creative may require that Vendor pay, in place of actual damages, liquidated damages in the amount 0.5% of the total value of the Purchase Order whose delivery has been delayed. If Creative terminates this agreement in whole or in part for default, as provided below, Vendor is liable for liquidated damages accruing until such time that Creative reasonably obtains delivery or performance from another vendor. These liquidated damages shall be in addition to any excess costs for re-purchase. Vendor will not be charged with liquidated damages when delay of delivery or performance is beyond the control and without the fault or negligence of the Vendor.



29. **TERMINATION.** Creative maintains the right to terminate this Purchase Order in whole or part for convenience. Creative may also terminate performance of work under this Purchase Order, in whole or in part as follows:

- a. The Client terminates in whole or in part the performance or funding of the prime agreement or associated task order under which this Purchase Order is authorized;
- b. The Client orders the termination of the Purchase Order;
- c. The Client terminates the scope of work or deliverables in the prime agreement that this Purchase Order supports;
- d. Termination for convenience in the event that continued programmatic support of the Purchase Order is no longer in the best interest of Creative or its client.
- e. Termination for Default. If Vendor defaults in performing under the terms of this Purchase Order and fails to cure the default within ten (10) days after receiving a formal notice from Creative specifying the default includes:
 - i. Failure of the Vendor to make progress in the work so as to endanger performance; or
 - ii. Vendor's misconduct, including failure to comply with Creative's code of conduct, commission of any unlawful act, or other reasons within the control of the Vendor.
- f. If terminated for cause, Creative shall not be liable to the Vendor for any amount for supplies or services not accepted by Creative. Termination for Convenience. Creative reserves the right to terminate this Purchase Order for any reason. Upon formal notification from Creative and unless otherwise agreed to between the parties, Creative shall be liable only for payment in accordance with the payment provisions of this Purchase Order for Services rendered prior to the effective date of termination, and Vendor shall have no claim against Creative for Services not performed, anticipatory profits lost or indirect or consequential damages claimed to have been suffered by reason of such termination.

30. **INSURANCE**

a. Vendor and any approved Vendors, at their sole cost and expense, will, at all times, prior to commencement and throughout the period of performance of this Purchase Order, maintain with reputable insurance companies' insurance coverage in the minimum amounts as indicated below:

- Worker's Compensation insurance coverage (or DBA, LS&H, or local equivalent outside the U.S.) as required by the laws of the state in which the work is performed, and such insurance shall provide waiver of subrogation against Creative.
- Employer Liability insurance in the amount of \$1,000,000.
- Commercial General Liability (CGL) (ISO form CG 0001 12/04 or equivalent) with a Combined Single Limit (CSL) of \$2,000,000 bodily injury and/or property damage. Coverage shall include, but not necessarily be limited to, premises and operations, Products and completed operations and contracts.
- Automobile Liability (AL) with a CSL of \$2,000,000 bodily injury and/or property damage covering all owned, hired and non-owned vehicles.
- Additional insurance types and/or limits will be necessary if the work involves special or hazardous operations. Following are examples for additional types of insurance:
 - Errors and omissions or professional liability
 - Commercial Crime, including employee dishonesty coverage. Coverage must apply to loss or damage to Creative (or to third parties for whom services are performed), that is caused by Vendor's employees.



- Such other insurance as Creative may require as set forth in this Order or an attachment hereto.

b. Limits required may be met by any combination of primary and umbrella/excess insurance. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Vendor. The duty to defend, indemnify, and hold harmless Creative under this agreement shall not be limited by the insurance required in this Purchase Order.

- c. The insurance required in this Purchase Order shall include the following provisions:
- Vendor shall waive the insurer's rights of recovery and subrogation against Creative;
 - The insurance required above shall name Creative as an additional insured;
 - Vendor's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by Creative;
 - The legal defense provided to Creative under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for Creative is necessary;
 - The insolvency or bankruptcy of the insured Vendor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Vendor from meeting the retention limit under the policy.
- d. If requested, Vendor shall provide a Certificate of Insurance evidencing Vendor's compliance with these requirements. Vendor shall also furnish renewed certificates upon request of Creative's Authorized Representative.

31. INDEMNIFICATION. Vendor shall be solely liable for, and shall indemnify and hold harmless Creative, its prime client, and its successors and assigns from any cost or expenses including attorney's fees, claims, suits, judgments or causes of action initiated by any third Party against Creative where such actions result from or arise out of the goods provided; services, inventions or work performed by Vendor under this Purchase Order; or the negligence, acts, errors or omissions of the Vendor, its agents, officers and directors, employees, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Vendor shall further indemnify, defend and hold harmless Creative and its successors and assigns from and against any and all loss or damage resulting from any misrepresentation, or any non-fulfillment of any representation, responsibility, covenant or agreement on Vendor's part, as well as any and all acts, suits, proceedings, demands, assessments, penalties, judgments of or against Creative relating to or arising out of the activities of Vendor and Vendor shall pay reasonable attorneys' fees, costs and expenses incident thereto. This indemnification shall also include unauthorized use or release of third-Party materials or information.

The Vendor agrees to flow down the substance of this clause to all applicable consultants and lower-tier Vendors or Vendors of any kind. This indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage. This clause shall apply to the damage, destruction or loss of personal property and any personal injuries including death, which may occur throughout the performance of this Purchase Order.

Creative, in turn, will defend, indemnify, and hold harmless Client and the Vendor from and against any and all claims, liability, losses, cost or expenses, including attorney's fees, arising out of the



negligence, acts, errors or omissions of Creative. This indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage. This clause shall apply to the damage, destruction or loss of personal property and any personal injuries including death, which may occur throughout the performance of this Purchase Order.

32. **CHANGES.** Creative may - with the consent of the Vendor – make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Purchase Order scope of services. Creative may make unilateral changes, by written notice to the Vendor, when in the best interest of the client. If any change causes an increase or decrease in the Vendor's cost of, or the time required for, the performance of any part of the Work, whether or not changed by any such change authorization, Creative shall make an equitable adjustment and modify in writing the Purchase Order as applicable. Any claim by Vendor for an adjustment under this paragraph must be asserted in writing, fully supported by factual information, to Creative's Corporate Monitor or designee within thirty (30) calendar days from the date of receipt by Vendor of the written change authorization from Creative or within such extension of that 30-day period as Creative, in its sole discretion, may grant in writing at Vendor's request prior to expiration of said period. The Vendor will not proceed with any changes unless notified to proceed in writing by the Creative.

Nothing herein will be construed as relieving Vendor of its obligations to perform, including without limitation, the failure of the parties to agree upon Vendor entitlement to, or the amount of, any adjustment in time or compensation. If the Work is reduced by a change authorization issued hereunder, such action will not be the basis for a claim based on loss of anticipated profits.

The Vendor will, upon knowledge of any potential changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify Creative's Corporate Monitor within five (5) working days, of such changes and will request written disposition.

33. **TERRORISM E.O. 13224.** Vendor agrees and certifies that Vendor is not in violation of and will take all necessary actions to comply with Executive Order No. 13224 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. (E.O. 13224 also available at: <http://www.whitehouse.gov/news/releases/2001/09/20010924-1.html>).
34. **CORRUPT PRACTICES AND GRATUITIES.** Vendor represents and warrants that Vendor will comply with all applicable local, national, foreign laws and regulations pertaining to performance of obligations under this Purchase Order and amendment hereto. In particular and without limitation, Vendor shall not act in any fashion or take any action that will render Creative liable for a violation of the U.S. Foreign Corrupt Practices Act ("FCPA"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political Party or instrumentality to assist Vendor or Creative in obtaining or retaining business or in carrying out the Services. Additionally, Vendor agrees not to receive or accept any payments or other benefits from any parties associated with the performance of services or work required under this Agreement. Vendor agrees failure to comply with the FCPA and/or receipt of payment or other benefits could compromise the integrity of the work performed and therefore Creative would have the right to terminate this Purchase Order and request a refund of fees paid for such work.



35. **RIGHTS AND REMEDIES.** No failures of or delay by Creative in the exercise of any right under this Purchase Order shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other such right. The waiver by Creative of any breach of any provision of this Purchase Order shall not be deemed to be a waiver of any subsequent breach or of any other provision of this Purchase Order.
36. **CODE OF CONDUCT.** Vendor agrees to perform the work assigned by Creative in a professional, ethical and culturally sensitive manner as further described in **Creative's Supplier Code of Conduct**. Special attention should be focused on the Whistleblower Protection (and Vendor's responsibility to report fraud, waste and abuse suspicions), Child Protection requirements and Creative's commitment to Combatting Human Trafficking.
37. **STANDARDS OF BUSINESS ETHICS AND CONDUCT.** Creative believes in fair and open competition and is committed to conducting its business fairly, impartially and in an ethical and proper manner. It is imperative that Creative employees, agents, Vendor's and representatives adhere to a particularly high ethical standard. Creative's expectation is that Vendor also will conduct its business fairly, impartially and in an ethical and proper manner.

Signing this Purchase Order certifies that Vendor meets any and all applicable requirements for having a code of ethics and business and compliance program.

38. **OTHER CERTIFICATIONS.** Vendor certifies by acceptance of this Purchase Order that Vendor:
- If this Purchase Order exceeds \$35,000 and is not for the purchase of commercially available off-the-shelf items, by signing this Purchase Order (or modification) and commencement of work, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department;
 - Has not been convicted of a narcotics offense or been engaged in drug trafficking as defined at https://www.ecfr.gov/cgi-bin/text-idx?SID=4ddee54c8075bf4c32c5d2cce66faeb5&mc=true&tpl=/ecfrbrowse/Title22/22cfr140_main_02.tpl
 - Has been convicted, indicted or currently under indictment of any other crime(s) of violence, fraud or malicious intent;
 - Is not designated as a "specially designated nationals" by the Office of Foreign Asset Control of the U.S. Department of Treasury;
 - Has not been indicted or convicted on charges of terrorism or of providing support to terrorists;
 - Hereby acknowledges and agrees to be held to the United States Government policy on Combating Trafficking in Persons prohibiting trafficking in persons including the trafficking-related activities as defined at <https://www.ecfr.gov/>
 - Is aware of and has been informed of Vendor's rights and remedies in the pilot program on employee whistleblower protections established under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation;
 - In accordance with FAR 52.203-11 and 52.203-12 (both of which have been incorporated in this Purchase Order), if this order is greater than \$150,000, by signing this Purchase Order (or modification) and commencement of work, Vendor hereby certifies to the best of its knowledge



and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Purchase Order or modification.

39. DISPUTE AND CONFLICT RESOLUTION. For any issues or claims arising out of or relating to the terms of this Purchase Order, or the breach thereof, both parties agree to provide best efforts to resolve such issues through documented communications between identified personnel herein. For any controversy or claim which cannot thus be settled amicably, both parties may agree to go to arbitration and shall follow the steps below:

- a. Any dispute arising under or in connection with this Purchase Order with respect to the rights, duties, or obligations of the Parties shall be submitted in writing for resolution to ascending levels of management of the respective Parties.
- b. Unless otherwise stated in the body of this Purchase Order, any disputes relating to this Purchase Order that are not resolved by the mutual agreement of the parties shall be submitted to mediation as mutually agreed by the parties, or alternatively to non-binding arbitration under the rules of the American Arbitration Association to take place in the state of Maryland. Costs of such arbitration shall be shared equally between the parties.
- c. Pending any final decision referred to in this clause, or the settlement of any dispute arising under this Order, both Parties shall proceed diligently, with their respective obligations under this Order.
- d. In no event shall Creative be liable for anticipated profits, incidental or consequential damages. Creative's liability on any claim, of any kind and for any loss or damage arising out of, connected with or resulting from this Order, or from the performance or breach thereof shall, in no case, exceed the price allocable to the Products and/or Services, or unit thereof, which gives rise to the claim. Creative shall not be liable for penalties of any description.
- e. Any action resulting from any breach on the part of Creative as to the Products and/or Services delivered hereunder must be commenced within one year after the cause of action has accrued.

40. FORCE MAJEURE. A Force Majeure Event means the occurrence of i) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder; ii) acts of nature such as tempest, earthquake or any other natural disaster of overwhelming proportions; or iii) other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected Party to take precautions and which the affected Party cannot avoid even by using its best efforts.

Neither Party shall be in breach of its obligations under this Purchase Order (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Purchase Order) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.



As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Purchase Order.

The Parties shall take all reasonable steps within their respective powers to: i) prevent Force Majeure Events affecting the performance of the Party's obligations under this Purchase Order; ii) mitigate the effect of any Force Majeure Event; and iii) comply with its obligations under this Purchase Order.

41. **PRICE AND DELIVERY.** The Vendor shall furnish the supplies and services called for by this order in accordance with the price(s) and delivery schedule stated herein.
42. **ORDER OF PRECEDENCE.** The documents listed below, together with any modifications issued under this Purchase Order, constitute the documents of this Purchase Order. Any inconsistency in this Purchase Order shall be resolved by giving precedence in the following order:
- a. Purchase Order Modifications
 - b. The Purchase Order (excluding the specifications/statement of work).
 - c. Purchase Order Terms and Conditions
 - d. Prime Award flow down clauses
 - e. Other documents, exhibits, and attachments
 - f. The Scope/Statement of Work

Clauses incorporated (as applicable) by reference

When work performed or supplies delivered under this Purchase Order or Contract ("Agreement") is pursuant to a contract or grant from the U.S. Government or other funding sources, all relevant flow-down clauses from the contract or grant shall be deemed to be incorporated in this Agreement: (a) in such a manner as to make the Contractor subject to those clauses, as applicable, and (b) to the extent necessary to enable Creative to perform its' obligations under the contract or grant and to enable the funding source (e.g., USG Agency) to enforce its rights hereunder. This agreement incorporates the following Federal Acquisition Regulations (FAR) and agency regulations as applicable. To the fullest extent that these clauses flow-down or apply to the Contractor, they are incorporated herein by reference with the same force and effect as if they were given in full text. Where appropriate and applicable under these clauses, references to the "Government" shall be interpreted to mean the Buyer and "Contractor" to mean the Seller.

Federal Acquisition Regulations (48 CFR 1) Clauses: The following FAR Clauses are applicable to all USG funded awards. Full text of FAR Clauses can be accessed at: <https://www.acquisition.gov/Far/>

52.202-1	Definitions.
52.203-3	Gratuities.
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.
52.215-8	Order of Precedence—Uniform Contract Format.
52.215-14	Integrity of Unit Prices.
52.215-17	Waiver of Facilities Capital Cost of Money.
52.215-19	Notification of Ownership Changes.
52.219-6	Notice of Total Small Business Set-Aside.



52.219-14	Limitations on Subcontracting.
52.222-21	Prohibition of Segregated Facilities.
52.222-24	Pre-award On-Site Equal Opportunity Compliance Evaluation.
52.222-50	Combating Trafficking in Persons; Alternate I.
52.223-14	Toxic Chemical Release Reporting.
52.223-15	Energy Efficiency in Energy-Consuming Products.
52.223-18	Contractor Policy to Ban Text Messaging While Driving.
52.225-13	Restrictions on Certain Foreign Purchases.
52.225-14	Inconsistency between English Version and Translation of Contract.
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises.
52.226-2	Historically Black College or University and Minority Institution Representation.
52.227-13	Patent Rights—Ownership by the Government.
52.227-14	Rights in Data—General.
52.228-3	Workers’ Compensation Insurance (Defense Base Act).
52.228-9	Cargo Insurance.
52.232-1	Payments.
52.232-17	Interest.
52.232-22	Limitation of Funds.
52.232-23	Assignment of Claims.
52.232-24	Prohibition of Assignment of Claims.
52.232-25	Prompt Payment.
52.232-34	Optional Information for Electronic Funds Transfer Payment
52.233-1	Disputes.
52.233-3	Protest after Award.
52.233-4	Applicable Law for Breach of Contract Claim.
52.237-8	Restriction on Severance Payments to Foreign Nationals.
52.244-6	Subcontracts for Commercial Items
52.246-23	Limitation of Liability.
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels.
52.253-1	Computer Generated Forms.