**1. ACCEPTANCE OF TERMS:** Services and Construction furnished by the Subcontractor shall be subject to and in accordance with this purchase order. Subcontractor's acceptance of this order shall constitute agreement to be bound by and to comply with all the terms and conditions set forth herein. Written acceptance or the performance of all or any portion of the services or construction covered by this order by the Subcontractor shall constitute unqualified acceptance of all its terms and conditions. Any additional or different terms and conditions which may appear in any communication from the Subcontractor or in any printed form of the Subcontractor are hereby rejected and shall not be effective or binding unless specifically agreed to in writing by NSS JV. No such additional or different terms or conditions shall become part of the order despite NSS JV’s receipt thereof unless NSS JV specifically agrees in writing to their inclusion.

**2. TIME OF DELIVERY:** Time of delivery is of the essence of this order and the order is subject to cancellation or termination for failure to deliver on time. Subcontractor shall notify Buyer in writing immediately of any actual or potential delay or threat of delay to the timely performance of this Purchase Order, including notice to Subcontractor of any actual or potential labor dispute which delays or threatens to delay the timely performance of this Purchase Order.

**3. HAZARDOUS MATERIALS/SUBSTANCES:** Subcontractor shall identify Material containing a hazardous substance including, but not limited to, those governed by the Resource Conservation and Recovery Act, Hazardous Materials Transportation act, and Toxic Substance Control Act and any similar acts and regulations there under. Each self-contained unit and carrier shall be marked identifying the existence of a hazardous material or substance and its name.

**4. PRICE:** NSS JV shall receive the benefit of any general reduction in Subcontractor's price prior to delivery. Subcontractor shall not bill at prices higher than stated in this Purchase Order. Subcontractor warrants that the price charged for the Service or Construction covered by this Purchase Order is the lowest price charged by the Subcontractor to other buyers under conditions similar to those specified in this Purchase Order. Prices shall be inclusive of all federal, state, and local taxes except those taxes from which NSS JV as a purchaser is exempt or immune.

**5. PAYMENTS:** Payments for services and construction furnished under this order will be due thirty (30) days after the latter of  (1) receipt and acceptance of goods or services,  (2) receipt of proper billing for such goods or services, or  (3) receipt of all documents required by the order.  Construction: Progress payments may be made against construction purchase orders when the period of performance exceeds 30 calendar days.  Payment may be made on partial deliveries of services accepted by NSS JV when the amount due on such deliveries so warrants. **Construction:** All certified payrolls for the performance period stated on invoice must be provided to NSS JV prior to processing payment.

**6. QUALITY AND INSPECTION:** The Materials supplied hereunder shall be of good quality, free from any faults and defects, in conformance with this Order, and shall at all times be subject to NSS JV’s inspection before acceptance by NSS JV. Neither, however, NSS JV’s inspection nor failure to inspect shall relieve Subcontractor of any obligations, representations or warranties hereunder. If the Materials fail to conform to NSS JV’s specifications or are otherwise defective, Subcontractor shall promptly replace same at Subcontractor’s sole expense. Any service supplied hereunder shall be of good quality, free from any faults or defects and in conformance with this Order. All services not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective and Subcontractor shall promptly correct such defective services at Subcontractor’s sole expense. No payment for or acceptance of Materials, including services or construction, by NSS JV hereunder shall constitute a waiver of any of the foregoing nor shall anything herein contained be construed to exclude or limit any or Subcontractor’s warranties implied by law. Acceptance shall take place only after completion and inspection of all work required by the order or that portion of the work as determined, by NSS JV, can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or NSS JV’s rights under any warranty or guarantee.

**7. RIGHT TO INSPECT PLANT AND WORK:** NSS JV may, at reasonable times, inspect the part of the plant or place of business and work in progress of a Subcontractor or any lower tier subcontractor which is related to the performance of this order.

**8. WAIVER:** The waiver of any breach of the terms of this order by NSS JV shall not constitute a waiver of any of its terms or any subsequent breach, nor shall any payment for goods delivered, services or construction performed constitute such waiver.

**9. WARRANTIES:** Subcontractor warrants that all articles, materials, and equipment supplied under this order conform to the specifications of this order, to be of merchantable quality, and to be free from defect in materials and workmanship. Subcontractor shall honor standard commercial guarantees and warranties offered by the manufacturer, and any other specific warranty or guarantee specified elsewhere in this order. Construction Order: Subcontractor warrants that all construction work will be free from defects not inherent in the quality required or permitted; and that the Work will conform to the requirements of this Purchase Order. The Subcontractor agrees to repair or replace, at it expense, workmanship, materials, or other portions of the Work that do not conform to this warranty, within the first year following completion or work.

**10. HEALTH AND SAFETY:** Subcontractor acknowledges that it has a primary duty to prevent on the job accidents and to protect the health and safety of its employees. Subcontractor understands and acknowledges that its Order may entail work at sites that pose potential exposure to hazardous materials and that such work is inherently dangerous. As such, Subcontractor understands that accidents, bodily injury or property damage could result from human errors in judgment, mistakes, carelessness, forgetfulness, sloppiness, and work performed in haste. It is the duty and responsibility of Subcontractor to train and supervise all its personnel and activities to prevent such occurrences. Subcontractor further acknowledges that NSS JV bears no duty or legal responsibility to supervise Subcontractor’s personnel. Subcontractor represents that it has the requisite corporate resources and expertise to perform the service hereunder.

**11. LIENS OR CLAIMS:** Subcontractor warrants the equipment, articles and/or materials furnished under the terms of this order are unencumbered and not subject to any lien or claim. Except with the written authorization of the U.S. Government's Contracting Officer, the Subcontractor shall not have any right or entitlement to present a claim directly to the U.S. Government or have any other means of direct redress from or against the U.S. Government.

**12. ASSIGNMENT:** This order, including the right to receive payment of, is not transferable, or otherwise assignable without the express prior written consent of NSS JV Buyer. Requests for transfer or assignment must be in writing, and in advance. An instrument of assignment is subject to prior claims of persons, firms, and corporations for services or supplies provided in the performance of this order.

**13. AUTHORITY:** The procurement officer whose name appears on the face of this order has authority to act as agent for NSS JV. Subcontractor is cautioned that instructions contrary to the provisions of this order, which are received from NSS JV employees’ not specifically delegated authority to act in this matter, are not valid or binding on NSS JV, and are a violation of NSS JV policy and procedures.

**14. CHANGES:** No modification of any of the terms or conditions of this order, including, but not limited to, delivery, price, quality, quantities, and specifications, will be effective without the prior written consent of NSS JV.

**15. INDEMNIFICATION:** Subcontractor agrees to hold harmless NSS JV, its Board of Directors, officers, agents and employees from, and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials or services which are furnished by the Subcontractor under this order. Subcontractor assumes all risk of damages or injury to Subcontractor's own employees, property or person acting for or on behalf of Subcontractor from whatever cause. Nothing herein shall be construed so as to relieve NSS JV from liability arising solely as a result of its own gross negligence.

**16. TIME OF ESSENCE:** Time shall be deemed to be of the essence of this Purchase Order for both parties, and they mutually agree to see to the performance of their respective work and the work of their subcontractors so that the work is completed within the time provided to complete the work.

**17. FORCE MAJEURE:** Supplier or NSS JV may delay delivery or acceptance occasioned by causes beyond Supplier’s or NSS JV’s reasonable control. If such delay exists beyond a period of five (5) working days, NSS JV, at its own option, shall have the right to: (a) terminate the Purchase Order, in whole or in part, (b) suspend the Purchase Order for the duration of the delaying cause, (c) resume performance under the Purchase Order once the delaying cause ceases, (d) or extend the effective dates up to the length of time the contingency endured, all without liability to the Supplier.

**18. TERMINATION, DELAYS AND EXCUSED PERFORMANCE:** NSS JV may, by written notice stating the extent and effective date terminate this order for convenience, in whole or in part, at any time. NSS JV shall pay the Subcontractor as full compensation for performance until such termination: (1) the unit or pro rata price for the delivered and accepted portion; (2) A reasonable amount, as approved by the procurement officer, not otherwise recoverable from other sources by the Subcontractor with respect to the undelivered, unperformed or unaccepted portion of the order; provided compensation hereunder shall in no event exceed the total order price. NSS JV may, by written notice, terminate the order for Subcontractor's default, in whole or in part, at any time, if the Subcontractor refuses or fails to comply with the provisions of the order or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time or fails to make delivery or perform within the time specified or any written extension thereof. In such event, the Subcontractor shall be liable for any and all damages incurred by NSS JV including but not limited to cost of inspections, receipt, transportation, care, custody and cover cost. Subcontractor shall also be liable for any and all consequential damages incurred by NSS JV that are related to such breach. If performance is delayed through no fault, and for reasons beyond the reasonable control of the Subcontractor, an extension of time may be granted for completion. If a delay is determined to have been caused by NSS JV, the time for performance, and the price of the order may be subject to adjustment. Subcontractor shall in any event notify NSS JV without delay when Subcontractor has reason to believe performance will or may be delayed.

**19. ROYALTIES, LICENSES, AND PERMITS:** Subcontractor shall pay all royalties and fees to obtain licenses and permits relating to items or services provided in this order.

**20. EXPORT COMPLIANCE:** Products, services, and/or technical data provided or disclosed in performance of this purchase order may be subject to required and continuing U.S. Government approvals, clearances, regulations, and export/import and re-export requirements, including the U.S. Department of State International Traffic In Arms Regulations (Title 22, CFR Parts 120-130), the U.S. Department of Commerce Export Administration Regulations (Title 15, CFR 730-774), and any other U.S. Government regulation applicable to the export/import, re-export, or disclosure of such controlled technical data (or the products thereof) to Foreign Persons whether within, or outside, the U.S. including those employed by, or otherwise associated with, the Parties. Parties acknowledge and agree to comply with the above and to obtain any and all such registrations, licenses, agreements, approvals and/or certifications, as may be required by regulations for the export of the products, services, and/or technical data that may be provided under this purchase order before initiating performance.

**21. LIABILITY FOR NSS JV‑FURNISHED PROPERTY:** Subcontractor assumes complete liability for any tools, articles or materials, if any, furnished by NSS JV to Subcontractor in connection with this order. Subcontractor agrees to pay for all such items so furnished and spoiled by it or not otherwise accounted for to NSS JV satisfaction. The furnishing to Subcontractor of any tools, articles or material in connection with this order shall not unless otherwise expressly provided, be construed to vest title thereto in Subcontractor.

**22. RETENTION, EXAMINATION AND AUDIT OF RECORDS:** NSS JV and the U.S. Comptroller General or their agents may, at reasonable times and places, examine, copy, and audit the books and records of the Subcontractor to the extent that the books and records relate to this order or any cost and pricing data related to this order. The Subcontractor shall maintain books and records that relate to the order for three (3) years after the date of final payment under the order.

**23. PATENTS AND COPYRIGHTS:** Unless otherwise provided in this order, any discovery or invention or copyrightable materials developed in the course of or resulting from work carried on under this order shall be the property of NSS JV.

**24. OWNERSHIP OF MEDIA RELATED MATERIAL:** Subcontractor agrees that all Work Product (defined below) shall be upon its creation the sole property of NSS JV. To the extent any Work Product is subject to copyright, Subcontractor agrees that such Work Product shall be considered “work for hire” within the meaning of the United States Copyright Act, whether or not used by NSS JV, and that NSS JV shall be considered the “author” of such Work Product within the meaning of the Act. All copyrights in the Work Product shall be owned exclusively by NSS JV on their creation, and Subcontractor expressly disclaims any interest in them. In the event, and to the extent, that any Work Product subject to copyright is found as a matter of law not to be “work for hire” within the meaning of the United States Copyright Act, Subcontractor hereby assigns to NSS JV the sole and exclusive right, title, and interest in the Work Product, copyrights to, and all copies of, the Work Product, in any medium and without further consideration, and agrees to assist NSS JV to register, and from time to time to enforce, the copyrights. Regardless of whether the Work Product is subject to copyright, Subcontractor hereby assigns and agrees to assign to NSS JV all right, title, and interest to the Work Product, including without limitation all trademark, patent, and other intellectual property rights. Subcontractor agrees to execute such documents as may be necessary, in NSS JV judgment, to evidence and/or secure NSS JV ownership rights and assignments under this paragraph. As used in this paragraph, “Work Product” means all work product, tangible and intangible, created by Subcontractor in the course of its work for NSS JV, and includes without limitation all writings; all photographic images, whether negatives, prints, transparencies, digital data, or otherwise; all videos and films, including without limitation all raw footage and edit masters; all software and data; all discoveries and inventions; all intermediate works, including without limitation all notes, outlines, and the like; all reproductions of any of the foregoing in any media whatsoever; and all derivative works based on any of the foregoing.

**25. DISPUTES:** (Applicable only if the amount of this purchase order exceeds $25,000.) Any dispute which may arise between the Subcontractor and NSS JV, in any manner concerning this order, then said dispute shall be decided by arbitration in accordance with the arbitration rules of the American Arbitration Association. Subcontractor may join or consolidate any third party or claim into arbitration with NSS JV for final resolution. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon and in accordance with applicable law in any court having jurisdiction thereof.

**26. INSURANCE:** All suppliers and subcontractors performing services and construction projects for NSS JV under $150,000, whether through a Purchase Order or Subcontract, shall carry insurance as define by this Purchase Order. If applicable, the insurance requirements forms are available at: [https://www.NSS JVgov.com/about/working-with-NSS JV/](https://www.chugachgov.com/about/working-with-chugach/)

**27. DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM**:

<http://www.bis.doc.gov/dpas/default.htm>

This clause is applicable only if DPAS Rating of DO or DX is set forth elsewhere within this purchase order. Subcontractors receiving DPAS-rated orders shall give the rated orders a priority over other orders as needed to meet delivery requirements (15 CFR 700.14). A priority rating consists of the appropriate DO or DX rating symbol and a program identification symbol to indicate the authorized program. All DX rated orders have equal priority with each other and take preference over DO rated and unrated orders. Subcontractors receiving rated orders shall extend priority ratings to subcontractors or suppliers when acquiring items to fill the rated orders (15 CFR 700.15).

This is a rated order certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR part 700). Seller by signing this Purchase Order is acknowledging and accepting this Rated Order.

**28. USE OF GOVERNMENT SUPPLY SOURCES.** If any terms and conditions state herein conflict with the terms and conditions of a government supply source, the terms and conditions of the government supply source takes precedence.

**29. EMPLOYMENT PRACTICES.** Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, sexual orientation, gender identity or for any reason prohibited by law. Subcontractor agrees to participate and cooperate in the implementation of any Affirmative Action Plan for equal employment opportunity adopted for the Project as a whole. To the extent applicable to the Sublet Work on this Project, Subcontractor shall comply with Executive Orders 11246 and 13672, or any amendment, replacement, or counterpart thereof.

**PRIME CONTRACT FLOW DOWN CLAUSES FOR PURCHASEORDERS ISSUED UNDER FEDERAL CONTRACTS**

If the Purchase Order is placed under a Government Prime Contract or subcontract, the following clauses set forth in the Federal Acquisition Regulations (FAR) and the NASA Federal Acquisition Regulations Supplement (NFS), in effect on the date of the Prime Contract, where applicable, are incorporated herein by reference with the same force and effect as full text. Exception: All CAS-related clauses are effective the date of the Purchase Order. Application of the contexts of these clauses where necessary, unless otherwise stated, the term "Contractor" shall mean "Subcontractor", the term "contract" shall mean "Purchase Order", and the terms "Government," "Contracting Officer,” or other expression having same meaning or effect shall mean "Buyer". Seller shall include in each lower-tier subcontract the appropriate flow down clauses as required by FAR and NFS.

**Micro-purchase thresholds:** The micro-purchase threshold is $10,000.

**IT IS THE RESPONSIBILITY OF SUBCONTRACTOR TO COMPLY WITH THE FAR/NFS CLAUSES APPLICABLE TO SUBCONTRACTOR, THE REQUIREMENTS OF THE PURCHASE ORDER, AND THE PRIME CONTRACT. THE FARS/NFS CLAUSES SET FORTH HEREIN ARE INCLUDED AS A REFERENCE FOR SUBCONTRACTORS AND SHOULD NOT BE REFERRED TO BE AN ALL INCLUSIVE LIST OF THE FAR/NFS CLAUSES WHICH WOULD APPLY TO SUBCONTRACTOR, THE REQUIREMENTS OF THE PURCHASE ORDER, OR THE PRIME CONTRACT.**

Full text of these clauses can be obtained from the following website: <https://acquisition.gov/browse/index/far>

**I. PURCHASE ORDERS FOR COMMERCIAL ITEMS**

Commercial Item is defined by FAR 2.101, which includes certain services.

**A. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses:**

52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021)

52.203-15 Whistleblower Protection Under the American Recovery and Reinvestment Act (Jun 2010)

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (NOV 2023)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (e) The Contractor shall not split or break down first-tier subcontract awards to a value less than $30,000 to avoid the reporting requirements in paragraph (d) of this clause. (JAN 2025)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems. (NOV 2021)

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. (NOV 2023)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (JAN 2025)

52.204-27 Prohibition on a ByteDance Covered Application (JUN 2023)

52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition (DEC 2023)

52.212-5 Contract Terms & Conditions Required to Implement Statutes or Executive Orders – Commercial Items (JAN 2025) & Alt. (JUL 2014) & Alt 2 (NOV 2024)

52.217-8 Option to Extend Services. (NOV 1999)

52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

52.219-8 Utilization of Small Business Concerns (JAN 2025)

52.222-35 Equal Opportunity for Veterans (OCT 2024)

52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020)

52.222-37 Employment Reports on Veterans. (JUN 2020)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (applies to all orders over $10K) (DEC 2010)

52.222-41 Service Contract Labor Standards (AUG 2018)

52.222-50 Combating Trafficking in Persons (NOV 2021)

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)

52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014)

52.222-54 Employment Eligibility Verification (JAN 2025)

52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022)

52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (MAR 2015)

52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022)

52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts (SEPT 2013)

52.223-3 Hazardous Material Identification (JAN 1997)

52.224-3 Privacy Training. (JAN 2017)

52.225-1 Buy American -Supplies (clause does not apply to Information Technology that is commercial) (OCT 2022)

52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act (NOV 2023)

52.225-5 Trade Agreements (NOV 2023)

52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016)

52.226-5 Restrictions on Subcontracting Outside of Disaster Area or Emergincy Area (NOV 2007)

52.228-3 Worker’s Compensation Insurance (Defense Base Act) (JUL 2014)

52.228-5 Insurance- Work on Government Installation (JAN 1997)

52.229-3 Federal, State and Local Taxes (FEB 2013)

52.229-6 Taxes-Foreign Fixed Price Contracts (FEB 2013)

52.229-7 Taxes – Fixed Price Contracts with Foreign Governments (FEB 2013)

52.232-17 Interest (MAY 2014)

52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)

52.233-3 Protest after Award (AUG 1996)

52.242-15 Stop Work Order (AUG 1989)

52.243-1 Change – Fixed Price (AUG 1987)

52.245-1 Government Property (SEPT 2021)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021)

52.249-4 Termination for Convenience of the Government (Services) (Short form) (APR 1984)

**B. NASA Federal Acquisition Regulation Supplement (48 CFR**

**Chapter 18) Clauses:**

**II. PURCHASE ORDERS FOR NON-COMMERCIAL SERVICES AND CONSTRUCTION**

**A. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses:**

**APPLICABLE TO ALL PURCHASE ORDERS OVER THE MICROPURCHASE THRESHOLD**

52.202-1 Definitions (JUN 2020)

52.203-3 Gratuities (APR 1984)

52.203-15 Whistleblower Protection Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)

52.204-2 Security Requirements (MAR 2021)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (e) The Contractor shall not split or break down first-tier subcontract awards to a value less than $30,000 to avoid the reporting requirements in paragraph (d) of this clause. (JAN 2025)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems. (NOV 2021)

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. (NOV 2023)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (JAN 2025)

52.204-27 Prohibition on a ByteDance Covered Application (JUN 2023)

52.211-15 Defense Priority and Allocation Requirements (APR 2008)

52.217-8 Option to Extend Services. (NOV 1999)

52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

52.222-54 Employment Eligibility Verification (MAY 2022)

52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022)

52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (MAR 2015)

52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)

52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts (SEPT 2013)

52.223-3 Hazardous Material Identification (JAN 1997)

52.223-7 Notice of Radioactive Materials (JAN 1997)

52.223-11 Ozone Depleting Substances (JUN 2016)

52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (JUN 2016)

52.224-2 Privacy Act (APR 1984)

52.224-3 Privacy Training. (JAN 2017)

52.225-1 Buy American -Supplies (clause does not apply to Information Technology that is commercial) (OCT 2022)

52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act (NOV 2023)

52.225-5 Trade Agreements (NOV 2023)

52.225-13 Restrictions on Certain Foreign Purchases (FEB 2021)

52.225-23 Required Use of American Iron, Steel and other Manufactured Goods – Buy American Statute – Construction Materials Under Trade Agreements (NOV 2023) & Alt. 1 (NOV 2023)

52.226-5 Restrictions on Subcontracting Outside of Disaster Area or Emergincy Area (NOV 2007)

52.227-1 Authorization and Consent\* (JUN 2020)

52.227-9 Refund of Royalties (APR 1984)

52.227-14 Rights in Data – General\* (MAY 2014)

52.228-3 Worker’s Compensation Insurance (Defense Base Act) (JUL 2014)

52.228-5 Insurance- Work on Government Installation (JAN 1997)

52.229-3 Federal, State and Local Taxes (FEB 2013)

52.229-6 Taxes-Foreign Fixed Price Contracts (FEB 2013)

52.229-7 Taxes – Fixed Price Contracts with Foreign Governments (FEB 2013)

52.232-17 Interest (MAY 2014)

52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)

52.233-3 Protest after Award (AUG 1996)

52-234-1 Industrial Resources Developed Under Title III, Defense Product Act (SEPT 2016)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

\* Within these clauses “Government” and “Contracting Officer” ARE NOT interpreted to mean “Buyer”

52.242-15 Stop Work Order (AUG 1989)

52.243-1 Changes – Fixed Price (AUG 1987)

52.244-6 Subcontracts for Commercial Items (JAN 2025)

52.245-1 Government Property (SEPT 2021)

52.249-1 Termination for Convenience of the Government (Fixed Price) (Short Form) (APR 1984)

52.249-2 Termination for Convenience of the Government (Fixed Price) (APR 2012)

52.249-5 Termination for Convenience of the Government (Educational & Other Nonprofit Institutions) (AUG 2016)

**APPLICABLE TO ALL CONSTRUCTION PURCHASE ORDERS**

52.222-6 Construction Wage Rate Requirements. (AUG 2018)

52.222-7 Withholding of Funds (MAY 2014)

52.222-8 Payrolls and Basic Records (JUL 2021)

52.222-9 Apprentices and Trainees (JUL 2005)

52.222-10 Compliance with Copeland Act Requirements (FEB 1988)

52.222-11 Subcontracts (Labor Standards) (MAY 2014)

52.222-12 Contract Termination-Debarment (MAY 2014)

52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations. (MAY 2014)

52.222-14 Disputes Concerning Labor Standards (FEB 1988)

52.222-15 Certification of Eligibility (MAY 2014)

52.225-9 Buy American - Construction Materials

\*Applicable if the procurement exceeds $10,000 (NOV 2021)

52.225-21 Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Statute – Construction Material (JAN 2021)

52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Statute – Construction Materials Under Trade Agreements (NOV 2023) & Alt. 1 (NOV 2023)

**APPLICABLE TO ARCHITECT AND ENGINEERING PURCHASE ORDERS**

52.236-22 Design Within Funding Limitations (APR 1984)

52.236-23 Responsibility of the Architect-Engineer Contractor (APR 1984)

52.236-25 Requirements for Registration of Designers (JUN 2003)

52.249-7 Termination (Fixed-Price Architect and Engineering) (APR 1984)

**APPLICABLE TO TIME AND MATERIALS PURCHASE ORDERS**

52.243-3 Changes – Time-and-Materials or Labor-Hours (SEPT 2000)

**APPLICABLE TO ALL SERVICE PURCHASE ORDERS**

52.222-41 Service Contract Labor Standards (AUG 2018)

52.249-4 Termination for Convenience of the Government (Services) (Short form) (APR 1984)

**APPLICABLE TO PURCHASE ORDERS OVER $10,000**

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts**\*** (SEPT 2013)

52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts**\*** (AUG 2018)

\*Applicable if the aggregate value of Subcontractor awards is in excess of $10,000 during any 12-month period

**APPLICABLE TO PURCHASE ORDERS $15,000 OR MORE**

52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020)

52.225-8 Duty Free Entry (OCT 2010)

**Protected Veteran Clause. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

**APPLICABLE TO PURCHASE ORDERS OVER $25,000**

52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020)

**APPLICABLE TO PURCHASE ORDERS OVER $35,000**

52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2025)

**Individuals with Disability Clause. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination again qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

**APPLICABLE TO PURCHASE ORDERS $150,000 OR MORE**

52.222-35 Equal Opportunity for Veterans (OCT 2024)

52.222-37 Employment Reports on Veterans (JUN 2020)

**B. NASA Federal Acquisition Regulation Supplement (48 CFR Chapter 18) Clauses:**

**APPLICABLE TO ALL PURCHASE ORDERS OVER THE MICROPURCHASE THRESHOLD**

1852.203-71 Requirement to Inform Employees of Whistleblower Rights (JUL 2023)

1852.204-76 Security Requirements for Unclassified Information (JAN 2011)

1852.211-70 Packaging, Handling, and Transportation (SEP 2005)

1852.223-70 Safety and Health Measures and Mishap Reporting (DEC 2015)

1852.223-71 Authorization for Radio Frequency Use (APR 2015)

1852.223-74 Drug and Alcohol Free Workplace (OCT 2023)

1852.225-70 Export Licenses (FEB 2000)

1852.237-72 Access to Sensitive Information (JUN 2005)

1852.237-73 Release of Sensitive Information (JUN 2005)

1852.239-74 Information Technology System Supply Chain Risk Assessment (DEVIATION 15-03D)

1852.245-74 Identification and Marking of Government Equipment (January 2011)

\* Within these clauses “Government” and “Contracting Officer” ARE NOT interpreted to mean “Buyer”

**III. REPRESENTATIONS AND CERTIFICATIONS**

52.225-2 Buy American Certificate (MAY 2014)

52.225-4 Buy American – Free Trade Agreement – Israeli Trade Act Certificate (MAY 2014)

52.225-22 Notice of Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Statute – Construction Materials (applicable when ARRA funds are being used) (MAY 2014)

52.225-24 Notice of Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Statute – Construction Materials Under Trade Agreements (applicable when ARRA funds are being used) (MAY 2014)