

# U.S. Government Provisions and Clauses under U.S. Government Contracts

## 1. GENERAL

- a. If a Purchase Order is placed at any tier under a Prime Contract awarded by the U.S. Government, additional U.S. Government provisions (“U.S. Government Contract Clauses”) shall apply. In the event of a conflict between a provision in this document and PacSci EMC’s Terms and Conditions of Purchase, this document shall control to the extent permitted by law. Terms not defined herein shall have the meaning ascribed to them in PacSci EMC’s Standard Terms and Conditions of Purchase.
- b. While PacSci EMC has made every effort to include all potentially applicable U.S. Government Contract Clause in this document, U.S. Government Contract Clauses, the inclusion of which in a subcontract is mandatory under a statute or regulation, shall be considered to be included by operation of law, even if it has been omitted from the Purchase Order.
- c. Supplier shall incorporate the applicable U.S. Government Contract clauses in each lower-tier subcontract placed in support of this Purchase Order.
- d. Supplier shall indemnify and hold PacSci EMC harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of un-allowability or un-allocability, or any other civil, criminal, or administrative liability, whether arising under statute, regulation, contract or common law, and shall reimburse PacSci EMC for all its damages and associated costs, including reasonable attorney fees and other expenses, if said liability is attributable to the Supplier or Suppliers’ subcontractors’ failure to comply with the applicable U.S. Government Contract Clauses.
- e. Notwithstanding any other provisions in this document, Supplier shall comply with, and shall support PacSci EMC’s compliance with, any applicable U.S. Government procurement regulations and policies, including (but not limited to) those concerning furnishing and certifying the currency, accuracy, and completeness of cost and pricing data for the Goods or Services. Supplier agrees to furnish cost and pricing data certified as to currency, accuracy, and completeness every three (3) years, or as frequently as required by PacSci EMC’s Customer. To the extent the prices are under Agreement and/or Order for the Goods or Services are at any time not supported by Supplier’s cost or pricing data, Supplier agrees to negotiate fair and reasonable prices for the Goods or Services and to incorporate such prices in the Agreement and/or Order. In no event shall any renegotiated unit price for any of the Goods or Services exceed the unit price incorporated herein for such Goods or Services.

## 2. PRICE REDUCTION OR DEFECTIVE COST AND PRICING DATA

- a. The following provisions shall apply to all Purchase Orders for which supplier is required to submit cost or pricing data pursuant to the Truth in Negotiations Act (“the Act”). A “determination” by PacSci EMC’s customer means a final decision of a Government Contracting Officer or the withholding of money, reduction in any cost, price or fee from PacSci EMC by a customer based on an alleged failure of Supplier or its subcontractors to comply with the Act.
- b. Supplier shall reimburse PacSci EMC for any loss or damage in the event that PacSci EMC’s customer makes a determination pursuant to the clause(s) in, or required to be in, PacSci EMC’s Prime Contract related to the Act or its implementing regulations because: (i) Supplier or a subcontractor of Supplier failed to furnish cost or pricing data, including any requested data, that is required under the Act or its implementing regulations; or (ii) Supplier or subcontractor of Supplier furnished cost or pricing data that was not complete, accurate and current as certified, or as required to be certified, in the Supplier’s or its subcontractor’s certificate of current cost or pricing data.
- c. The sums paid or payable to Supplier under this Purchase Order may be reduced or set off in the amount by which sums received or receivable by PacSci EMC from its customer (including, but not limited to, the allocable share of PacSci EMC’s indirect costs and profit or fee) are reduced based upon such determination.
- d. If an appealable decision is made by a Contracting Officer of the U.S. Government relating to cost or pricing data required to be submitted, or actually submitted, by Supplier or a subcontractor of Supplier, such decision shall be conclusive upon Supplier, unless PacSci EMC, in its sole discretion, gives Supplier the

opportunity to appeal such decision in the name of PacSci EMC. Any such appeal brought by Supplier in the name of the PacSci EMC shall be at the sole expense and responsibility of Supplier. If Supplier is given the opportunity to so appeal and elects to do so, Supplier shall, upon PacSci EMC's written request provide to PacSci EMC advance copies of papers to be filed in such appeal and such other information, consultation and opportunity to participate in the appeal as PacSci EMC may reasonably request. Supplier shall be conclusively bound by any decision of any such Board of Contract Appeals or Federal Court.

### **3. INSPECTION OF BOOKS AND RECORDS**

- a. Supplier agrees that its books, records and facilities, or such parts of its facilities as may be engaged in the performance of this Purchase Order, shall at all reasonable times be subject to inspection and audit by PacSci EMC or any authorized representative of the U.S. Government.
- b. Supplier hereby grants to PacSci EMC the right to examine its books, records and data which will permit the adequate evaluation of cost and pricing data used to arrive at the price quoted in this Purchase Order (including without limitation claims/proposals submitted pursuant to the Clauses entitled Changes and Termination for Convenience), and
- c. Supplier hereby grants to PacSci EMC the right to conduct audits of Supplier's premises, records, data and documentation pertaining to: quality, inspection and testing of Goods; security and data protection procedures; ethical practices; and, any other requirement or obligation, under this Purchase Order.

### **4. PURCHASE ORDERS INVOLVING GOVERNMENT PROPERTY**

- a. Title to facilities, special test equipment and special tooling acquired, fabricated or procured by Supplier for PacSci EMC under this Purchase Order shall pass to and vest in the Government or PacSci EMC (depending on the line item which it is acquired) when its use in performing this Purchase Order commences or when PacSci EMC has paid for it, whichever is earlier, whether or not title previously vested in the Government or PacSci EMC. The Government shall retain title to government-furnished property.
- b. If this Purchase Order contains a provision directing Supplier to purchase material from a vendor for which PacSci EMC will reimburse Supplier as a direct item of cost under this Purchase Order, title to material purchased from the vendor shall pass to and vest in the Government or PacSci EMC upon the vendor's delivery of such material to Supplier, and title to all other material shall pass to and vest in the Government or PacSci EMC upon: (i) issuance of the material for use in Purchase Order performance; (ii) commencement of processing of the material or its use in Purchase Order performance; or (iii) reimbursement of the cost of the material by PacSci EMC, whichever occurs first.
- c. Supplier shall establish and maintain a system acceptable to the PacSci EMC and the Government and in compliance with FAR Part 45 and DFARS Part 245 to control, protect, preserve, repair, and maintain Government Property. Government Property shall be used only for performing this Purchase Order, unless otherwise provided in this Purchase Order or approved by the Government.

### **5. SUPPLIER CHANGES TO SPECIFICATIONS/U.S. GOVERNMENT INSPECTION**

- a. Goods manufactured to Supplier's Specifications require prior PacSci EMC's written approval for any variations. Goods manufactured to PacSci EMC or PacSci EMC's customer furnished Specifications require prior PacSci EMC's written approval for any variations to Specifications. When U.S. Government inspection at Supplier's facility appears in the inspection block of this Order, the following paragraph applies:
  - i. U.S. Government inspection is required prior to shipment from Supplier's facility. Upon receipt of this Order, Supplier shall promptly notify and furnish a copy of the Order to the U.S. Government representative normally servicing Supplier's facility so that the U.S. Government inspection can be appropriately planned. If a U.S. Government representative does not service Supplier's facility, Supplier shall contact the nearest Defense Contract Management Association ("DCMA") office to plan the inspection. If supplier cannot locate the DCMA office, Supplier shall notify PacSci EMC immediately.

### **6. GOVERNMENT CLAUSES INCORPORATED BY REFERENCE**

- a. For covered subcontracts:

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), -300.5(a), and -741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. This contractor and subcontractor shall abide by the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A.

- b. The clauses listed below in effect on the Purchase Order Date are incorporated by reference, with the same force and effect as if they were given full text and notwithstanding the requirements of FAR 52.102. If there is a conflict with or addition to a clause in effect on the Purchase Order date and the clause of the Prime Contract, the Prime Contract clause shall govern. The full text of these clauses can be access on the Internet at <http://farsite.hill.af.mil/vffara.htm> and <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>.
- c. The clauses listed below may require the submission of representations and certifications. When requested by PacSci EMC, Supplier shall furnish a representation or certification necessary for compliance with such requirements.
- d. Whenever necessary to make the context of the clauses applicable to this Purchase Order, the term "Contractor" shall mean Supplier, the term "Contract" shall mean this Purchase Order, and the term "Government", "Contracting Officer" and equivalent phrases shall mean PacSci EMC, except the terms "Government" and "Contracting Officer" do not change: (i) in the phrases, "Government Property", "Government-Furnished Property", and "Government-Owned Property", (ii) in the patent clauses incorporated herein, (iii) when a right, act, authorization or obligation can be granted or performed only by the Government or the Contracting Officer or a duly authorized representative, (iv) when title to property is to be transferred directly to the Government, (v) when access to proprietary financial information or other proprietary data is required except as specifically otherwise provided herein, and (vi) when specifically modified herein. All references to the clause entitled "Disputes" and all references to the "Disputes Clause" in any clauses referenced herein are deleted.

## Applicable to all Purchase Orders, Without Regard to Dollar Value:

### FAR Clauses

If this Purchase Order is not for a "commercial item" within the meaning of FAR 2.101, the following FAR clauses in effect on the Purchase Order date shall apply:

52.202-1	Definitions
52.203-2	Certificate of Independent Price Determination
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.204-2	Security Requirements
52.204-21	Basic Safeguarding of Covered Contractor Information System
52.204-9	Personal Identity Verification of Contractor Personnel
52.209-5	Certification Regarding Responsibility Matters
52.211-5	Material Requirements.
52.211-14	Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use
52.211-15	Defense Priority and Allocation Requirements
52.212-5	Contract Terms and Conditions Required to Implement Statutes and Executive Orders—Commercial Items
52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort. (Applicable to solicitations for Purchase Orders that will incorporate FAR clause 52.215-23 or 52.215-23 Alt I.)
52.215-23 & Alt I	Limitations on Pass-Through Charges. (Include Alternate I if it is included in the prime contract.) (Applicable to cost-reimbursement Purchase Orders that exceed the simplified acquisition threshold, except if the contract is with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement Purchase Orders and fixed-price Purchase Orders, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.)
52.219-8	Utilization of Small Business Concerns
52.222-1	Notice to the Government of Labor Disputes
52.222-4	Contract Worker Hours and Safety Standards Act – Overtime Compensation
52.222-25	Affirmative Action Compliance
52.222-41	Service Contract Labor Standards
52.222-50 & Alt I	Combating Trafficking in Persons. (Alternate I is applicable to Purchase Orders if it is included in the prime contract)
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements
52.222-54	Employment Eligibility Verification
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan
52.223-3	Hazardous Material Identification and Material Safety Data and Alternate I if the prime contract is awarded by an agency other than the DoD.
52.223-5	Pollution Prevention and Right-To-Know Information
52.223-6	Drug-Free Workplace
52.223-7	Notice of Radioactive Materials
52.223-11	Ozone Depleting Substances
52.224-1	Privacy Act Notification
52.224-2	Privacy Act
52.225-1	Buy American - Supplies
52.225-8	Duty-Free Entry (in paragraph (c)(1), change “20 calendar days” to “30 calendar days” and in paragraph (c)(2), change “10 calendar days” to “20 calendar days”)
52.225-13	Restrictions on Certain Foreign Purchases
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan - Certification
52.227-3	Patent Indemnity
52.227-9	Refund of Royalties

52.227-10	Filing of Patent Applications - Classified Subject Matter
52.227-11	Patent Rights – Ownership by the Contractor
52.227-14	Rights in Data – General
52.227-19	Commercial Computer Software License
52.228-3	Worker's Compensation Insurance (Defense Base Act)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.233-3	Protest After Award
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
52.236-13	Accident Prevention
52.237-2	Protection of Government Buildings, Equipment and Vegetation
52.242-13	Bankruptcy
52.242-15	Stop Work Order
52.243-1	Changes – Fixed Price
52.243-6	Change Order Accounting
52.244-5	Competition in Subcontracting
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property. (Applicable to Purchase Orders issued under non DoD prime contracts containing FAR 52.245-1 without Alternate I and the Purchase Order is either a cost-reimbursement, time and materials, or labor hour type, or is a fixed priced Purchase Order awarded on the basis of submission of certified cost or pricing data (reference FAR 45.104). Under DoD prime contracts containing FAR 52.245-1 without Alternate I, in addition to the Purchase Order types listed at FAR 45.104, the clause is applicable to negotiated fixed-price Purchase Orders awarded on a basis other than submission of certified cost or pricing data.)
52.245-1 Alt I	Government Property. (Alternate I – Applicable to Purchase Orders issued under prime contracts containing FAR 52.245-1 with Alternate I, and to Purchase Orders issued under prime contracts containing FAR 52.245-1 without Alternate I when the Purchase Order awarded is of a type other than a Purchase Order type listed in FAR 45.104 or DFARS 245.104.)
52.245-2	Government Property Installation Operation Services
52.245-9	Use and Charges
52.246-2	Inspection of Supplies - Fixed Price
52.246-4	Inspection of Services – Fixed Price
52.246-16	Responsibility for Supplies
52.247-63	Preference for US Flag Air Carriers
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
52.249-2	Termination for Convenience of the Government (Fixed-Price) (“Government” shall mean “Buyer”

### DFARS Clauses

If this Purchase Order is not for a “commercial item” within the meaning of FAR 2.101 and is a subcontract under a prime contract awarded to Buyer by the U.S. Department of Defense, the following DFARS clauses in effect on the Purchase Order date shall apply in addition to, or in lieu of, the FAR clauses identified above:

252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.203-7003	Agency Office of the Inspector General
252.204-7000	Disclosure of Information
252.204-7008	Compliance with Safeguarding covered Defense Information Controls
252.204-7012	Safeguarding Unclassified Controlled Technical Information
252.204-7020	NIST SP 800-171 DoD Assessment Requirement
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country
252.211-7003	Item Unique Identification and Valuation
252.211-7007	Reporting of Government-Furnished Property

252.215-7000	Pricing Adjustments
252.215-7002	Cost Estimating System Requirements
252.215-7003	Requirement for Submission of Data Other Than Certified Cost or Pricing Data – Canadian Commercial Corporation
252.215-7004	Requirement for Submission of Data Other Than Certified Cost or Pricing Data - Modifications– Canadian Commercial Corporation
252.222-7000	Restrictions on Employment of Personnel
252.222-7007	Representation Regarding Combating Trafficking in Persons
252.223-7001	Hazard Warning Labels
252.223-7004	Drug Free Work Force
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials
225.223-7006 Alt I	Prohibition on Storage and Disposal of Toxic and Hazardous Materials. (Includes Alt I if it is in the prime contract) (Applicable to Purchase Orders that require, may require, or permit a Seller to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in this clause.)
225.223-7008	Prohibition on Hexavalent Chromium. (Applicable to all Purchase Orders for supplies, maintenance and repair services, or construction materials)
252.225-7001	Buy American Act and Balance of Payments Program
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
252.225-7008	Prohibition on Acquisition of Specialty Metals
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7010	Commercial Derivative Military Article – Special Metals Compliance Certificate
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty-free entry
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools
252.225-7016	Restriction on Acquisition of Ball or Roller Bearings
252.225-7020	Trade Agreements Certificate
252.225-7021	Trade Agreements
252.225-7025	Restrictions on Acquisition of Forgings
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales
252.225-7028	Exclusionary Policies and Practices of Foreign Governments
252.225-7030	Restriction of Acquisition of Carbon, Alloy, and Armor Steel Plate
252.225-7031	Secondary Arab Boycott of Israel
252.225-7048	Export Controlled Items
252.227-7013	Rights in Technical Data - Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	Technical Data - Commercial Items (in lieu of DFARS 252.227-7013 for Commercial Items; applicable only when commercial item (as defined in the FAR) technical data from subcontractor delivered to the Government by the prime contractor; no substitutions for “Contracting Officer” or “Government” have been made.)
252.227-7016	Rights in Bid or Proposal Information
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions
252.227-7018	Rights in Noncommercial Technical Data and Computer Software - Small Business Innovation Research (SBIR) Program
252.227-7019	Validation of Asserted Restrictions -- Computer Software
252.227-7020	Rights in Special Works
252.227-7021	Rights in Data-Existing Works
252.227-7022	Government Rights (Unlimited)
252.227-7023	Drawings and Other Data Become Property of Government
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (applies when Clause 252.227-7013 or 252.227-7014 are used; no substitution is made for “Government.”)

252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government
252.227-7030	Technical Data - Withholding of Payment” (applies when Clause 252.227-7013 is used; substitute “Buyer” for “Contracting Officer” in paragraph (a); add in paragraph (b), “or Buyer” after “Government.”)
252.227-7033	Rights in Shop Drawings
252.227-7037	Validation of Restrictive Markings on Technical Data” (Applicable to Purchase Orders requiring the delivery of technical data)
252.227-7039	Patents - Reporting of Subject Inventions
252.228-7001	Ground and Flight Risk
252.228-7005	Accident Reporting and Investigation - Aircraft, Missiles, and Space Launch Vehicles
225.229-7011	Reporting of Foreign Taxes – U.S. Assistance Programs
252.231-7000	Supplemental Cost Principles
252.234-7002	Earned Value Management System
252.235-7003	Frequency Authorization
252.236-7000	Modification Proposals – Price Breakdown
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers
252.237-7019	Training for Contractor Personnel Interacting with Detainees
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services
252.239-7017	Notice of Supply Chain Risk
252.239-7018	Supply Chain Risk
252.242-7004	Material Management and Accounting System
252.242-7006	Cost/Schedule Status Report Plans
252.243-7001	Pricing of Contract Modifications
252.244-7000	Subcontracts for Commercial Items
252.244-7001	Contractor Purchasing System Administration
252.245-7003	Contractor Property Management System Administration
252.246-7001 Alt I	Warranty of Data
252.246-7003	Notification of Potential Safety Issues
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (applies to Purchase Orders for electronic parts or assemblies containing electronic parts)
252.246-7008	Sources of Electronic Parts
252.247-7007	Liability and Insurance
252.247-7024	Notification of Transportation of Supplies by Sea

### **NASA FARS Clauses**

If this Purchase Order is not for a “commercial item” with the meaning of the FAR 2.101 and is a subcontract under a prime contract awarded to Buyer by the U.S. National Aeronautics and Space Administration, the following provisions in effect on the Purchase Order date shall apply in addition to, or in lieu of, the FAR clauses identified above.

1852.204-75	Security Classification Requirements
1852.204-76	Security Requirements for Unclassified Information Technology Resources
1852.208-81	Restrictions on Printing and Duplicating
1852.209-70	Product Removal from Qualified Products List
1852.209-71	Limitation of Future Contracting
1852.211-70	Packaging, Handling, and Transportation
1852.215-78	Make or Buy Program Requirements
1852.215-79	Price Adjustments for “Make-or-Buy” Changes
1852.215-85	Proposal Adequacy Checklist
1852.216-90	Allowability of Legal Costs Incurred in Connection with Whistleblower Proceeding
1852.217-70	Property Administration and Reporting
1852.219-74	Use of Rural Area Small Businesses
1852.219-75	Small Business Subcontracting Reporting

1852.219-76	NASA 8 Percent Goal
1852.223-70	Safety and Health
1852.223-71	Frequency Authorization
1852.223-73	Safety and Health Plan
1852.223-74	Drug- and Alcohol-Free Workforce.
1852.223-75	Major Breach of Safety or Security
1852.225-8	Duty Free Entry of Space Articles
1852.225-70	Export Licenses
1852.227-11	Patent Rights--Retention by the Contractor (Short Form)
1852.227-14	Rights in Data—General
1852.227-17	Rights in Data - Special Works
1852.227-19	Commercial Computer Software--Restricted Rights
1852.227-70	New Technology
1852.227-71	Requests for Waiver of Rights to Inventions
1852.227-72	Designation of New Technology Representative and Patent Representative
1852.227-84	Patent Rights Clauses
1852.227-85	Invention Reporting and Rights - Foreign
1852.227-86	Commercial Computer Software - Licensing
1852.228-75	Minimum Insurance Coverage
1852.228-76	Cross-Waiver of Liability for International Space Station Activities
1852.228-78	Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station
1852.231-71	Determination of Compensation Reasonableness
1852.232-82	Submission of Requests for Progress Payments
1852.234-1	Notice of Earned Value Management System
1852.234-2	Earned Value Management System
1852.235-70	Center for Aerospace Information Technical Reports
1852.237-71	Pension Portability
1852.237-72	Access to Sensitive Information
1852.237-73	Release of Sensitive Information
1852.242-70	Technical Direction
1852.242-71	Travel Outside the United States.
1852.242-73	NASA Contractor Financial Management Reporting
1852.243-70	Engineering Change Proposals
1852.243-71	Shared Savings
1852.243-72	Equitable Adjustments
1852.245-70	Contractor Requests for Government-Provided Property
1852.245-71	Installation-Accountable Government Property
1852.245-72	Liability for Government Property Furnished for Repair or Other Services
1852.245-73	Financial Reporting of NASA Property in the Custody of Contractors
1852.245-74	Identification and Markings of Government Equipment
1852.245-75	Property Management Changes
1852.245-76	List of Government Property Furnished Pursuant to FAR 52.245-1
1852.245-77	List of Government Property Furnished Pursuant to FAR 52.245-2
1852.245-79	Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value
1852.245-80	Government Property Management Information
1852.246-70	Mission Critical Space System Personnel Reliability Program
1852.246-73	Human Space Flight Item
1852.247-71	Protection of the Florida Manatee

## DEAR Clauses

If this Purchase Order is not for a "commercial item" with the meaning of the FAR 2.101 and is a subcontract under a prime contract awarded to Buyer by the U.S. Government, Department of Energy, the following provisions in effect on the Purchase Order date shall apply in addition to, or in lieu of, the FAR clauses identified above. Reference 48 CFR part 952.

952.202-1	Definitions
952.203-70	Whistleblower Protection for Contractor Employees
952.204-2	Security Requirements
952.204-70	Classification/Declassification (Applies to Purchase Orders involving or that may involve access to classified information)
952.204-71	Sensitive Foreign Nation Controls (Applies to Purchase Orders making unclassified information about nuclear technology available to sensitive foreign nations)
952.204-72	Disclosure of Information
952.204-73	Facility Clearance
952.204-77	Computer Security (Applies to Purchase Orders that may provide access to computers owned, leased, or operated on behalf of the DOE)
952.208-70	Printing
952.209-72	Organizational conflicts of interest (Applicable if 952.209-72 Clause, Alternate I is included in Buyer's contract with Buyer's Customer.)
952.211-70	Priorities and Allocations for Energy Programs (solicitations)
952.211-71	Priorities and Allocations for Energy Programs (contracts)
952.216-7	Allowable Cost and Payment
952.217-70	Acquisition of Real Property
952.223-71	Integration of environment, safety, and health into work planning and execution
952.223-72	Radiation protection and nuclear criticality
952.223-75	Preservation of individual occupational radiation exposure records
952.227-9	Refund of Royalties
952.227-11	Patent rights-retention by the contractor (short form)
952.227-13	Patent rights-Acquisition by the Government
952.227-14	Rights in Data General (DOE Coverage – Alternates VI and VII)
952.245-2	Government Property (fixed price contracts)
952.245-5	Government Property (Cost-Reimbursement, Time and Materials, or Labor Hour Contracts)
952.247-70	Foreign Travel
952.250-70	Nuclear Hazards Indemnity Agreement

## Commercial Items

In the event that Supplier asserts that Goods or Services meet the definition of "commercial items" under FAR 2.101, Supplier shall provide relevant documentation to support Supplier's assertion and a signed certification detailing the basis for Supplier's assertion. Unless Supplier provides such documentation and certification to the satisfaction of Buyer or Buyer's customer, or Buyer waives the requirement in writing, this Purchase Order is governed by the FAR, DFAR and NASA provisions.

If this Purchase Order is for a "commercial item" within the meaning of FAR 2.101, only the following FAR clauses in effect on the Purchase Order date shall apply:

52.203-7	Anti-Kickback Procedures
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	Contractor Code of Business Ethics and Conduct
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort
52.215-23 & Alt I	Limitations on Pass-Through Charges
52.219-8	Utilization of Small Business Concerns
52.222-21	Prohibition on Segregated Facilities
52.222-26	Equal Opportunity

52-222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Viet Nam Era, and Other Eligible Veterans
52.222-36	Affirmative Action for Workers with Disabilities
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-50 & Alt I	Combating Trafficking in Persons
52.222-54	Employment Eligibility Verification
52.244-6	Subcontracts for Commercial Items
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels

If this Purchase Order is for a “commercial item” within the meaning of FAR 2.101 and is a subcontract under a prime contract awarded to Buyer by the U.S. Department of Defense, the following DFARS clauses in effect on the Purchase Order date shall apply in addition to, or in lieu of, the FAR clauses identified above.

252.203-7000	Requirements Relating to Compensation of Former DoD Officials
225.223-7008	Prohibition on Hexavalent Chromium. (Applicable to all Purchase Orders for supplies, maintenance and repair services, or construction materials)
252.225-7008	Restriction on Acquisition of Specialty Metals
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7010	Commercial Derivative Military Article – Special Metals Compliance Certificate
252.227-7013	Rights in Technical Data – Noncommercial Items
252.227-7015	Technical Data – Commercial Items
252.227-7037	Validation of Restrictive Markings on Technical Data
252.244-7000	Subcontracts for Commercial Items
252.246-7003	Notification of Potential Safety Issues
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation of Supplies by Sea

### **Additional Clauses Applicable to Orders involving Ammunition and/or Explosives:**

#### **DFARS Clause**

252.223-7002	Safety Precautions for Ammunition and Explosives ("Contracting Officer" shall mean Government or Buyer in paragraphs (b), (c), (e), (f) and (g), except in the first and third sentences of (g) (ii).) (Applicable if the subcontract involves ammunition or explosives.) (Supplier understands and agrees to the Government's and Buyer's right of access to the Supplier's facilities, personnel, and safety program documentation to review and evaluate safety programs, implementation, and facilities, including Supplier's compliance with applicable law under this clause. Supplier shall accept direction to cease performance of this contract if a serious, uncorrected, or recurring safety deficiency potentially causes an imminent hazard to Government or Buyer personnel, property or contract performance.)
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As prescribed in 223.370-5, use the following clause:

#### **SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)**

(a) *Definition.* “Ammunition and explosives,” as used in this clause—

(1) Means liquid and solid propellants and explosives, pyrotechnics, incendiaries, and smokes in the following forms:

- (i) Bulk,
- (ii) Ammunition;
- (iii) Rockets;
- (iv) Missiles;
- (v) Warheads;
- (vi) Devices; and

(vii) Components of (i) through (vi), except for wholly inert items.

(2) This definition does not include the following, unless the Contractor is using or incorporating these materials for initiation, propulsion, or detonation as an integral or component part of an explosive, an ammunition or explosive end item, or of a weapon system—

(i) Inert components containing no explosives, propellants, or pyrotechnics;

(ii) Flammable liquids;

(iii) Acids;

(iv) Oxidizers;

(v) Powdered metals; or

(vi) Other materials having fire or explosive characteristics.

*(b) Safety requirements.*

(1) The Contractor shall comply with the requirements of the DoD Contractors' Safety Manual for Ammunition and Explosives, DoD 4145.26-M, hereafter referred to as "the manual," in effect on the date of the solicitation for this contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract.

(2) The Contractor shall allow the Government access to the Contractor's facilities, personnel, and safety program documentation. The Contractor shall allow authorized Government representatives to evaluate safety programs, implementation, and facilities.

*(c) Noncompliance with the manual.*

(1) If the Contracting Officer notifies the Contractor of any noncompliance with the manual or schedule provisions, the Contractor shall take immediate steps to correct the noncompliance. The Contractor is not entitled to reimbursement of costs incurred to correct non-compliances unless such reimbursement is specified elsewhere in the contract.

(2) The Contractor has 30 days from the date of notification by the Contracting Officer to correct the noncompliance and inform the Contracting Officer of the actions taken. The Contracting Officer may direct a different time period for the correction of non-compliances.

(3) If the Contractor refuses or fails to correct non-compliances within the time period specified by the Contracting Officer, the Government has the right to direct the Contractor to cease performance on all or part of this contract. The Contractor shall not resume performance until the Contracting Officer is satisfied that the corrective action was effective, and the Contracting Officer so informs the Contractor.

(4) The Contracting Officer may remove Government personnel at any time the Contractor is in noncompliance with any safety requirement of this clause.

(5) If the direction to cease work or the removal of Government personnel results in increased costs to the Contractor, the Contractor shall not be entitled to an adjustment in the contract price or a change in the delivery or performance schedule unless the Contracting Officer later determines that the Contractor had in fact complied with the manual or schedule provisions. If the Contractor is entitled to an equitable adjustment, it shall be made in accordance with the Changes clause of this contract.

*(d) Mishaps.* If a mishap involving ammunition or explosives occurs, the Contractor shall—

(1) Notify the Contracting Officer immediately;

(2) Conduct an investigation in accordance with other provisions of this contract or as required by the Contracting Officer; and

(3) Submit a written report to the Contracting Officer.

(e) *Contractor responsibility for safety.*

(1) Nothing in this clause, nor any Government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of—

- (i) The Contractor's personnel and property;
- (ii) The Government's personnel and property; or
- (iii) The general public.

(2) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, State, and local laws, ordinances, codes, and regulations (including those requiring the obtaining of licenses and permits) in connection with the performance of this contract.

(f) *Contractor responsibility for contract performance.*

(1) Neither the number or frequency of inspections performed by the Government, nor the degree of surveillance exercised by the Government, relieve the Contractor of its responsibility for contract performance.

(2) If the Government acts or fails to act in surveillance or enforcement of the safety requirements of this contract, this does not impose or add to any liability of the Government.

(g) *Subcontractors.*

(1) The Contractor shall insert this clause, including this paragraph (g), in every subcontract that involves ammunition or explosives.

(i) The clause shall include a provision allowing authorized Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary.

(ii) **NOTE:** The Government Contracting Officer or authorized representative shall notify the prime Contractor of all findings concerning subcontractor safety and compliance with the manual. The Contracting Officer or authorized representative may furnish copies to the subcontractor. The Contractor in turn shall communicate directly with the subcontractor, substituting its name for references to "the Government". The Contractor and higher tier subcontractors shall also include provisions to allow direction to cease performance of the subcontract if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property, or contract performance.

(2) The Contractor agrees to ensure that the subcontractor complies with all contract safety requirements. The Contractor will determine the best method for verifying the adequacy of the subcontractor's compliance.

(3) The Contractor shall ensure that the subcontractor understands and agrees to the Government's right to access to the subcontractor's facilities, personnel, and safety program documentation to perform safety surveys. The Government performs these safety surveys of subcontractor facilities solely to prevent the occurrence of any mishap which would endanger the safety of DoD personnel or otherwise adversely impact upon the Government's contractual interests.

(4) The Contractor shall notify the Contracting Officer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract represents a change in the place of performance, the Contractor shall request approval for such change in accordance with the clause of this contract entitled "Change in Place of Performance--Ammunition and Explosives".

252.223-7003  
252.223-7007

Change in Place of Performance - Ammunition and Explosives  
Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives

**Purchase Orders over the Micro-Purchase Threshold (As defined at FAR 2.101), Also Include:**

**FAR Clause(s)**

- 52.222-41 Service Contract Act of 1965, As Amended
- 52.222-51 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging while Driving

**NASA FAR Supplement Clause(s)**

- 1852.223-72 Safety and Health (Short Form)

**Additional Clauses Applicable to orders exceeding \$10,000:**

**FAR Clause(s)**

- 52.222-21 Prohibition of Segregated Facilities
- 52.222-22 Previous Contracts and Compliance Reports
- 52.222-26 Equal Opportunity
- 52.222-36 Affirmative Action for Workers with Disabilities
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (29 CFR Part 471, Appendix A to Subpart A)

**Additional Clauses Applicable to orders exceeding \$15,000:**

**FAR Clause(s)**

- 52.222-20 Walsh-Healey Public Contracts Act
- 52.222-36 Affirmative Action for Workers With Disabilities

**Additional Clauses Applicable to orders exceeding \$30,000:**

**FAR Clause(s)**

- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards
- 52.209-5 Certifications Regarding Responsibility Matters
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

**Additional Clauses Applicable to orders exceeding \$100,000:**

**FAR Clause(s)**

- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applies if Purchase Orders exceeds \$100,000)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans
- 52.223-14 Toxic Chemical Release Reporting

**NASA FAR Clause(s)**

- 1852.244-70 Geographic Participation in the Aerospace Program

**Code of Federal Regulations**

- 29 CFR Part 470 Employee Rights Concerning Payment of Union Dues or Fees

**Additional Clauses Applicable to orders exceeding \$150,000:**

**FAR Clause(s)**

- 52.203-3 Gratuities
- 52.203-7 Anti-Kickback Procedures (excluding paragraph (c)(1); in paragraph(c)(4) delete "The Contracting Officer may" and replace with "To the extent the Contracting Officer has effected an offset in the Prime Contract or directed the Buyer to withhold an amount, the Buyer may...")
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

52.203-12	Limitation on Payments to Influence Certain Federal Transactions.
52.203-16	Preventing Personal Conflicts of Interest
52.216-16	Incentive Price Revision - Firm Target
52.216-17	Incentive Price Revision - Successive Targets
52.219-8	Utilization of Small Business Concerns
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.228-5	Insurance - Work on a Government Installation
52.229-3	Federal, State and Local Taxes
52.229-4	Federal, State and Local Taxes (State and Local Adjustments)
52.229-6	Taxes - Foreign Fixed Price Contracts
52.229-7	Taxes - Fixed Price Contracts with Foreign Governments
52.229-8	Taxes - Foreign Cost Reimbursement Contracts
52.232-17	Interest
52.248-1	Value Engineering

**DFARS Clause(s)**

252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.249-7002	Notification of Anticipated Contract Terminations or Reductions

**DEAR Clause(s)**

952.223-78	Sustainable Acquisition Program (Applies to all Purchase Orders exceeding \$150,000)
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**Code of Federal Regulations**

29 CFR Part 470	Employee Rights Concerning Payment of Union Dues or Fees
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**Additional Clauses Applicable to orders exceeding the Simplified Acquisition Threshold (as defined at FAR 2.101):**

**FAR Clause(s)**

52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (applies if Purchase Orders exceeds the Simplified Acquisition Threshold)
52.215-2	Audit and Records - Negotiation ALTI (include if subject to American Recovery and Reinvestment Act of 2009)
52.215-12	Subcontractor Cost or Pricing Data. (Applicable if this order is expected to exceed the threshold for submission of cost or pricing data.)
52.215-13	Subcontractor Cost or Pricing Data—Modifications.
52.215-14	Integrity of Unit Prices. (Except paragraph (b), but include paragraph (b) in Alternate I.)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (29 CFR Part 471, Appendix A to Subpart A)
52.223-99	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors
52.225-8	Duty-Free Entry (in paragraph (c)(1), change “20 calendar days” to “30 calendar days” and in paragraph (c)(2), change “10 calendar days” to “20 calendar days”)
52.227-1	Authorization and Consent (include Alternate I or II to the extent in the prime contract)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement

**DFARS Clause(s)**

252.223-7999	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business concerns
252.247-7023	Transportation of Supplies by Sea

**DEAR Clause(s)**

970.5227-5 Notice and Assistance Regarding Patent and Copyright Infringement

**Additional Clauses Applicable to orders exceeding \$500,000:**

**DFARS Clause(s)**

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business concerns

**DEAR Clause(s)**

952.226-74 Displaced Employee Hiring Preference

**Additional Clauses Applicable to orders exceeding \$700,000:**

**FAR Clause(s)**

52.219-9 Small Business Subcontracting Plan

52.219-16 Liquidated Damages - Subcontracting Plan

**DFARS Clause(s)**

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontractors Plan (DOD Contracts)

252.219-7004 Small Business Subcontracting Plan (Test Program). (Applicable to Purchase Orders that offer subcontracting possibilities)

252.225-7003 Report of Intended Performance Outside the United States and Canada – Submission with Offer

225-225-7004 Report of Intended Performance Outside the United States and Canada – Submission After Award

**DEAR Clause(s)**

952.223-78 Sustainable Acquisition Program

**Additional Clauses Applicable to orders exceeding \$750,000 and/or the applicable cost or pricing data threshold shall also include the following:**

**FAR Clause(s)**

52.214-26 Audit and Records — Sealed Bidding

52.214-27 Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding

52.214-28 Subcontract Cost or Pricing Data - Modifications - Sealed Bidding

52.215-15 Pension Adjustments and Asset Reversions.

52.215-18 Reversion or Adjustment of Plans for Postretirement benefits (PRB) Other than Pensions

52.215-19 Notification of Ownership Changes

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications

**Unless exempt, also include the following:**

52.203-13 Contractor Code of Business Ethics and Conduct (applies to contracts exceeding \$5,500,000 with a period of performance greater than 120 days; disclosures under this clause shall be made directly to the Government entities identified in the clause)

52.203-14 Display of Hotline Posters (applies to contracts exceeding \$5,500,000 except when the contract is (1) for commercial items, or (2) is performed entirely outside the United States)

52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (applies to Purchase Orders exceeding \$35,000)

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (applies if the prime contract was awarded through negotiations and certified cost or pricing data is required; in paragraph (c), the term "Contracting Officer" does not change; Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR)

52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (applies if certified cost or pricing data is required for the pricing of modifications; Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR)
52.215-12	Subcontractor Cost or Pricing Data. (applies if the Purchase Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.43(a)(1), and cost or pricing data is required to be submitted in connection with the award of the Prime Contract; in Paragraph (d), the term “Contracting Officer” does not change)
52.215-13	Subcontractor Cost or Pricing Data—Modifications (applies if the Purchase Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403(a)(1), and when FAR 52.215-11 is included)
52.215-19	Notification of Ownership Changes
52.215-20	Requirements for Certified Cost or Pricing Data Other Than Certified Cost or Pricing Data
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications
52.222-24	Pre-award On-Site Equal Opportunity Compliance Evaluation
52.225-3	Buy American Act -- North American Free Trade Agreement –Israeli Trade Act
52.225-5	Trade Agreements
52.225-19	Contractor Personnel in a Designated Operational Area
52.227-13	Patent Rights – Ownership by the Government
52.229-10	State of New Mexico Gross Receipts and Compensating Tax
52.234-4	Earned Value Management System
52.243-6	Change Order Accounting
52.243-7	Notification of Changes

**Applicable to Cost-Reimbursement, Time and Material, or Labor Hour Purchase Orders:**

52.215-16	Facilities Capital Cost of Money
52.215-17	Waiver of Facilities Cost of Money
52.216-7	Allowable Cost and Payment (applies to cost reimbursement and time-and-materials Purchase Orders; Seller agrees to execute assignment documents in order to comply with subsection (h))
52.216-8	Fixed Fee (applies to cost-plus-fixed-fee Purchase Orders)
52.216-10	Incentive Fee (applies to cost-plus-incentive-fee Purchase Orders)
52.216-11	Cost Contract (applies to cost-reimbursement no fee Purchase Orders)
52.216-12	Cost Sharing Contract - No Fee (applies to cost-reimbursement Purchase Orders that provide no fee and are not a cost-sharing arrangement)
52.222-2	Payment for Overtime Premiums
52.228-7	Insurance - Liability to Third Persons
52.232-7	Payments under Time and Materials and Labor Hour Contracts, in which “schedule” means this Purchase Order, “voucher(s)” means invoice(s), “Government means PacSci EMC and “Contracting Officer” means Buyer’s Purchasing Representative.
52.232-20	Limitation of Cost
52.232-22	Limitation of Funds
52.242-1	Notice of Intent to Disallow Costs
52.242-3	Penalties for Unallowable Costs
52.243-2	Changes – Cost Reimbursement
52.243-3	Changes – Time and Material or Labor Hours – applicable to such Purchase Orders
52.244-2	Subcontracts
52.246-3	Inspection of Supplies - Cost-Reimbursement
52.246-5	Inspection of Services– Cost Reimbursement
52.246-6	Inspection of Services– Time and Material and Labor Hours
52.249-6	Termination (Cost-Reimbursement) (in paragraph (a)(2), change “10 days” to “7 days”; in paragraph (d), change “120 days” to “60 days”; in paragraph (f), change “1 year” to “6 months”) (this clause applies in lieu of the Termination for Convenience clause in the body of the Terms and Conditions)

52.249-14 Excusable Delays

**Certifications**

The Seller, by signing its offer, hereby certifies compliance with the following clauses and is therefore eligible for award.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applies if Purchase Orders exceeds \$100,000)  
52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (applies if Purchase Orders exceeds \$150,000)  
52.225-2 Buy American Act Certificate  
52.225-4 Buy American Act - Free Trade Agreements – Israel Trade Act Certificate  
52.225-6 Trade Agreements Certificate

**DFARS Clause(s)**

252.215-7008 Only One Offer (applies if Buyer receives notification from the Government that only one offer was received and additional cost or pricing data was required to determine whether the price is fair and reasonable or to comply with the statutory requirements for certified cost or pricing data, unless an exceptions exists under 215.371-4(a); “Contracting Officer” means “Contracting Officer and Buyer”)

**Additional Clauses Applicable to orders exceeding \$1,000,000:**

**DFARS Clause(s)**

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements  
252.225-7033 Waiver of United Kingdom Levies (orders with UK firms exceeding \$1,000,000)

**Additional Clauses Applicable to orders exceeding \$1,500,000:**

**DFARS Clause(s)**

252.211-7000 Acquisition Streamlining

**Additional Clauses Applicable to orders exceeding \$5,500,000:**

**FAR Clause(s)**

52.203-13 Contractor Code of Business Ethics and Conduct (applies if this Purchase Order exceeds \$5,500,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)  
52.203-14 Display of Hotline Posters

**DFARS Clause(s)**

252.203-7004 Display of Fraud Hotline Poster(s)

**Additional Clauses Applicable to orders exceeding \$10,000,000:**

**FAR Clause(s)**

52.222-24 Pre-Award On-Site Equal Opportunity Compliance Evaluation

**Additional Clauses, As Applicable:**

**FAR Clause(s)**

**Cost Accounting Standards (Applicable unless otherwise exempt):**

52.230-2 Cost Accounting Standards  
52.230-3 Disclosure and Consistency of Cost Accounting Practices  
52.230-4 Disclosure and Consistency of Cost Accounting Practices- Foreign Concerns  
52.230-6 Administration of Cost Accounting Standards

**DFARS Clause(s)**

**Orders Performed Outside the United States Shall Also Include the Following:**

252.225-7040 Contractor Personnel Supporting a Force Deployed Outside the United States