STANDARD SIGMA SPACE (SIGMA) PURCHASE ORDER TERMS AND CONDITIONS FOR COMMERCIAL-OFF-THE-SHELF (COTS) ITEMS

1. The Order and its Controlling Documents: The vendor shall furnish the item(s) specified in full accordance with these terms and conditions, any terms and conditions on the face of the order and the request for quotations, and any other attachment(s) made a part of this order, unless an exception is taken by the vendor to which Sigma has concurred in writing. Sigma specifically rejects any of the vendor’s terms or conditions that may be in conflict with the order’s controlling documents.

2. Identification of Order: The purchase order number must appear on all invoices, correspondence, containers, shipping papers, and packing lists.

3. Billing Instructions:
   (A) Mail your invoice(s) to the “invoice to” address shown on the order, and invoice within five (5) days after shipment of item(s).
   (B) Delivery tickets and invoices must show the Purchase Order number.
   (C) Render separate invoices in duplicate unless otherwise requested for EACH and EVERY shipment and render invoices for returnable containers, stating terms and conditions for return thereof.

4. Discounts: Discount time will be computed either from the date of delivery at destination or from the date a correct invoice is received, whichever is later. Discounts shall apply to the total amount unless freight charges are itemized separately.

5. Warranty: In addition to any other warranty, the vendor warrants that the items delivered hereunder shall be free from all defects in material and workmanship and shall comply with all the requirements of this order for a period of ninety (90) days from the date such supplies are delivered. Extended warranties beyond this period apply when specifically shown on this order. Any attempt to change, add, modify, or delete any warranty provision, otherwise specified, will not be paid by Sigma until corrected. Unless otherwise specified, partial payments will not be made.

6. Packing List: A detailed packing list showing the Purchase Order number must accompany shipments.

7. Assignment: This Purchase Order and the monies that may become due hereunder are not assignable except with the prior written approval of an authorized representative of Sigma.

8. F.O.B. Point: All prices are to be FOB delivered to Sigma Space Corp., Lanham, MD (unless another FOB point is stated by Sigma on this order).

9. Loss or Damage in Transit: When shipping FOB Sigma, delivery by a vendor to a common carrier does not constitute delivery to Sigma. Title to the items purchased hereunder shall pass directly from the vendor to Sigma at the FOB point shown, subject to the right of Sigma to reject upon inspection, per clause 8, herein. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. When notified by Sigma of loss or damage, the vendor shall immediately replace the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of a total shipment and Sigma will not be inconvenienced because of the shortage, the vendor may be permitted to deduct the amount of damage or loss from its invoice, in lieu of replacement.

10. Changes: Sigma may at any time, via a change order or a modification to the Purchase Order, make changes, within the general scope of this order, in any one or more of the following: 1) quantity or specifications; 2) method of shipment or packing; and 3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this order, an equitable adjustment will be made to the order price, the delivery schedule, or both.

11. Payment: Once the order is accepted, payment will be processed upon submission of proper invoices at the prices stipulated in the order, less any deductions, as provided for herein. Invoices at variance with this provision will not be paid by Sigma until corrected. Unless otherwise specified, partial payments will not be made.

12. Cancellation of Order: Sigma reserves the right to cancel this order or any part thereof without penalty if the vendor fails to comply with the terms and conditions of this transaction, or fails to execute the work with promptness and diligence, or fails to make shipment within the time agreed upon.

13. Delivery: Early delivery is not authorized except as expressly stated in the Purchase Order, or by prior written authorization. Partial delivery is acceptable with prior written authorization from Sigma.

14. Errors: In the case of an error in calculation or typing, the quoted unit price will be used as the basis for correction of this order.

15. Errors: In the case of an error in calculation or typing, the quoted unit price will be used as the basis for correction of this order.

END OF STANDARD SIGMA PURCHASE ORDER TERMS AND CONDITIONS FOR COTS ITEMS

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TERMS AND CONDITIONS FOR COMMERCIAL-OFF-THE-SHELF (COTS) ORDERS PLACED BY SIGMA SPACE (SIGMA) UNDER A UNITED STATES GOVERNMENT CONTRACT

In addition to the Standard Sigma Purchase Order Terms and Conditions applicable to this order, if the order is placed to satisfy Sigma’s obligations (either as the prime contractor or as a subcontractor) under a U.S. government contract, the following additional terms and conditions contained herein are applicable, as noted.

In all clauses contained herein, unless the context of the clause requires otherwise, the term "Contractor" shall mean the Vendor, the term "Contract" shall mean the Order, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Sigma Space Corporation and Sigma Space Corporation’s Purchasing Representative, respectively. It is intended that the referenced clauses shall apply to the Vendor in such manner as is necessary to reflect the position of Vendor as a subcontractor to Sigma, to insure Vendor’s obligations to Sigma and to the U.S. Government, and to enable Sigma to meet its obligations to the U.S. Government. However, the following clauses shall only apply to the extent that they are applicable by law.

If the Vendor will subcontract any portion of this order (including making purchases toward the fulfillment of this Order), then it shall flow-down all applicable clauses to its vendors along with the appropriate context of the terms (e.g., "Contracting Officer" and equivalent phrases) shall mean "Vendor" and "Vendor’s Purchasing Representative") to define the actual relationships.

The following clauses are applicable to all orders:

52.224-7 Systems for Award Management (Oct 2016)

(a) Definitions. As used in this provision—

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see paragraph (c) for the same entity.

"Registered in the System for Award Management (SAM) database" means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see paragraph (d), (e), and (f) of this clause.

(2) The Offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active.”

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it shall contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Trade name, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business industry.

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration to ensure qualification.

(f) Offerors may obtain information registration at https://www.acquisition.gov.

52.220-21 Prohibition of Segregated Facilities (Apr 2015)

(a) Definitions. As used in this clause—

"Gender identity" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

"Segregated facilities," means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, storage and dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directives or in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of whether or not an employee or his or her family maintains religious observances. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

"Sexual orientation" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract,

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

52.220-26 Equal Opportunity (Sept 2016)

(a) Definition. As used in this clause—

"Compensation" means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

"Compensation information" means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to the, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor’s profit or productivity; and the availability of employees with the skills in the marketplace; and the like.

(b) The Contractor has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(c) The Contractor shall take affirmative action to ensure that applicants are considered without regard to their race, color, religion, sex, national origin, age, disability, genetic information, and veteran status, and that employees are treated without regard to their race, color, religion, sex, national origin, age, disability, genetic information, and veteran status.

"Essential job functions" means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if—

(1) The access to compensation information in necessary in order to perform that function or another routinely assigned business task;

(2) The function or duties of the position including protecting and maintaining the privacy of employee personnel records, including compensation information.

"Gender identity" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

"Sexual orientation" has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(1) "United States," means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1)(i) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(ii) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor’s activities (41 CFR 60-1.5).

(c) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(d) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause includes, but not be limited to—

(i) Employment;

(ii) Upgrading;

(iii) Demotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation;

(viii) Selection for training, including apprenticeship.
(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notice to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;

(5) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or in any other way inquired about, the compensation of the employee, or applicant, or of any other employee or applicant. This prohibition against discrimination does not apply to instances in which an employer's knowledge of the compensation of an employee or applicant would not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or an action, including an investigation conducted by the employer, or is consented to by the Contractor's legal duty to furnish the information.

(i) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i)(A) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by—

(A) Incorporation into existing employee manuals or handbooks;

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers’ representative of the Contractor’s commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EO-1), or any successor form, as prescribed in 41 CFR Part 60-1.1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to the regional office of the Equal Employment Opportunity Commission for the needed forms.

(9) The contractor shall provide, to each labor union or workers’ representative with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer including the Equal Employment Opportunity Commission’s website where forms can be downloaded.

(b) Preparation and posting of the notice in the workplace. The notice mandated in paragraph (a) of this clause shall be in English and in a language that the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating.

(c) Contractor responsibilities. The Contractor shall—

(1) Notify its employees and agents of the requirement to provide return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(3)(i) of this clause apply.

(2) Provide or arrange housing that fails to meet the host country housing and safety standards.

(3) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other offer of employment that employs the employee in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating.

(4) Make work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, rounding transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(5) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b)(2) of this clause.

(6) Provide to the government, under a subcontract or contract at any tier, a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating.

(7) Require the Contractor to remove a Contractor employee or employees from the performance of the contract;

(8) Require the Contractor to terminate a subcontract;

(9) Suspend or debar the Contractor from future contracts with the United States; or

(10) Any actions taken against a Contractor employee, subcontractor employee, or agent pursuant to this clause.

(11) If the contractor is unwilling or unable to take the actions required in paragraph (b)(7) of this clause, the standards may be provided to the employee.

(12) Any actions taken against a Contractor employee, subcontractor employee, or agent pursuant to this clause.

(13) The Contractor shall notify the agency Inspector General of—

(1) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor employee, or any agent has engaged in conduct that violates the policy in paragraph (b)(2) of this clause.

(2) Any actions taken against a Contractor employee, subcontractor employee, or agent pursuant to this clause.

(3) The Contractor shall include this paragraph in the contract as a condition that must be continued throughout the performance of the contract.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or in any other way inquired about, the compensation of the employee, or applicant, or of any other employee or applicant. This prohibition against discrimination does not apply to instances in which an employer's knowledge of the compensation of an employee or applicant would not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or an action, including an investigation conducted by the employer, or is consented to by the Contractor's legal duty to furnish the information.

(i) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i)(A) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by—

(A) Incorporation into existing employee manuals or handbooks;

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers’ representative of the Contractor’s commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EO-1), or any successor form, as prescribed in 41 CFR Part 60-1.1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to the regional office of the Equal Employment Opportunity Commission for the needed forms.

(9) The contractor shall provide, to each labor union or workers’ representative with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer including the Equal Employment Opportunity Commission’s website where forms can be downloaded.

(b) Preparation and posting of the notice in the workplace. The notice mandated in paragraph (a) of this clause shall be in English and in a language that the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating.

(c) Contractor responsibilities. The Contractor shall—

(1) Notify its employees and agents of the requirement to provide return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(3)(i) of this clause apply.

(2) Provide or arrange housing that fails to meet the host country housing and safety standards.

(3) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other offer of employment that employs the employee in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating.

(4) Make work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, rounding transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(5) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b)(2) of this clause.

(6) Provide to the government, under a subcontract or contract at any tier, a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating.

(7) Require the Contractor to remove a Contractor employee or employees from the performance of the contract;

(8) Require the Contractor to terminate a subcontract;

(9) Suspend or debar the Contractor from future contracts with the United States; or

(10) Any actions taken against a Contractor employee, subcontractor employee, or agent pursuant to this clause.

(11) The Contractor shall include this paragraph in the contract as a condition that must be continued throughout the performance of the contract.

(12) Any actions taken against a Contractor employee, subcontractor employee, or agent pursuant to this clause.

(13) The Contractor shall notify the agency Inspector General of—

(1) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor employee, or any agent has engaged in conduct that violates the policy in paragraph (b)(2) of this clause.

(2) Any actions taken against a Contractor employee, subcontractor employee, or agent pursuant to this clause.

(3) The Contractor shall include this paragraph in the contract as a condition that must be continued throughout the performance of the contract.
nature and extent of an offense and the individuals responsible for the conduct.

(b) Provide timely and complete responses to Government auditors’ and investigators’ requests for documents; (i) for example, by providing documents within 30 days of receipt of a request for them. Your obligation to provide such documents cannot be discharged by reasons that are essentially personal, occupational, or financial.

(ii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct investigations, inspections, or other actions as necessary to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13237, or any other applicable law on trafficking in persons, the procurement of commercial sex acts, or the use of force for labor.

(iii) Protect employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the employee from exercising his or her rights fully with Government authorities.

(ii) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FARA, or the terms of the contract. It does not—

(i) Require the Contractor to waive its or her attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney-client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(ii) The paragraph (b) applies to any portion of the contract that—

(i) Is for supplies, other than those incurred off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $500,000.

(b) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate to the size and complexity of the contract; and

(i) To the nature and scope of the activities to be performed for the Government, including the number of United States citizens who will be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(iii) To the size and complexity of the contract; and

(iv) To the number of non-United States citizens expected to be employed and the risk that the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(c) The Contractor shall provide the employee notice to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(ii) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontractor, or subcontractor employee engaging in prohibited activities; and

(iii) If the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(d) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed at H-1B visa centers. Such H-1B visas recognize that the work will be performed in the unit of the Contracting Officer.

(e) The Contractor shall be responsible for ensuring that the provisions of this clause apply to all subcontractors.

(End of clause)

The following clause is applicable if the order has received a DFARS Rating.

52.211-0 Defense Priority and Allocation Requirements (April 2008)

This is a rated order certified for national defense, emergency preparedness, and energy programs, and the Contractor shall follow the requirements of the Defense Priority and Allocations System regulation (15 CFR 700).

(End of clause)

The following clause is applicable to all orders over $3000.

52.223-19 Encouraging Contractor Policies to Ban Text Messaging While Driving (August 2011)

(a) Definitions. As used in this clause—

"Driving"—

(i) Means operating a motor vehicle on an active roadway with the motor running, including white temporarily stationary because of traffic, traffic light, stop sign, or other.

(ii) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The Contractor is not excused or excused from the prohibition of this paragraph by any inactivity that requires fixed attention to a device.

(b) The Contractor shall implement policies to prohibit texting while driving—

(i) Owned or rented vehicles or Government-owned or -leased vehicles or equipment;

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(c) The Contractor shall implement in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including paragraph (c), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

The following clause is applicable to all orders over $10,000 performed in the United States.

52.223-20 Notification of Employee Rights Under the National Labor Relations Act (December 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities related to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages in which employees speak, and that ensure that wages meets host-country legal requirements and that employees are not subject to prohibited activities identified at paragraphs (b) of this clause.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed at H-1B visa centers. Such H-1B visas recognize that the work will be performed in the unit of the Contracting Officer.

(c) The Contractor shall be responsible for ensuring that the provisions of this clause apply to all subcontractors.

(End of clause)

52.225-20 Export Licenses (February 2000)

(a) The Contractor shall comply with all export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 779, in performance of this contract. In the absence of available license exceptions/exemptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed at H-1B visa centers. Such H-1B visas recognize that the work will be performed in the unit of the Contracting Officer.

(c) The Contractor shall be responsible for ensuring that the provisions of this clause apply to all subcontractors.

(End of clause)

52.225-23 Export Policy (February 2000)

(a) The Contractor shall conduct business with OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. List of transactions to economic sanctions are included in OFAC's List of Special Designated Nationals and Blocked Persons at http://www.treas.gov/ofac/downloads/sanctionslist.pdf. Information about these regulations, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and on OFAC's website, www.treas.gov/ofac.

(b) The Contractor shall insert this clause, including paragraph (c), in all subcontracts.

(End of clause)

52.225-70 Export Licenses (February 2000)

(a) The Contractor shall comply with all export control laws and regulations, including the ITAR, 22 CFR Parts 120 through 130, and the Export Administration Regulations, 15 CFR Parts 730 through 779, in performance of this contract. In the absence of available license exceptions/exemptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed at H-1B visa centers. Such H-1B visas recognize that the work will be performed in the unit of the Contracting Officer.

(c) The Contractor shall be responsible for ensuring that the provisions of this clause apply to all subcontractors.

(End of clause)
The following clauses are applicable to all orders over $15,000.

52.223-35 Equal Opportunity for Veterans (Oct 2015)

(a) Definitions. As used in this clause—
(1) "Active duty wartime or campaign badge veteran," "Active duty disabled veteran," "protected veteran," "disability," "disabled veteran," and "recently separated veteran" have the meanings given in FAR 52.223-7.
(2) "Civilian" means any person who is not a military service member or any employee who is not a military service member.
(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report, and of the total number of protected veterans employed by the Contractor or subcontractor, as applicable, shall be identified as appropriate.
(b) The Contractor shall submit the report to the Office of Federal Contract Compliance Programs, to the Contractor, including the terms of the clause in contracts, subcontracts, and subcontractor employment, and its undertakings.
(c) The Contractor shall insert the terms of this clause in contracts, subcontracts, and subcontractor employment, and its undertakings.
(d) The Contractor shall report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or for non-profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

52.227-21 Anti-Kickback Procedures (May 2014)

(a) Definitions. As used in this clause—
(1) "Benefit" means anything of value.
(2) "Centers for Medicaid and Medicare Services" means the Centers for Medicare and Medicaid Services of the Department of Health and Human Services.
(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.
(4) "Covered Federal action" means any of the following actions:
(a) Awarding any Federal contract.
(b) Making any Federal grant.
(c) Entering into any cooperative agreement.
(d) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, or cooperative agreement.
(5) "Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 4601) and include Alaska Native villages.
(6) "Influencing or attempting to influence" means making, with the intent to influence, any communication or appearance of influence to any officer or employee of any agency of the United States, including a position under a temporary appointment.
(7) "Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or for non-profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

52.227-22 Geographic Participation in the Aerospace Program (AUG 1985)

(a) It is the policy of the National Aeronautics and Space Administration to advance a broad participation by all geographic regions in filling the scientific, technical, research and development, and other needs of the aerospace programs.
(b) The Contractor agrees to use its best efforts to solicit subcontract sources on the broadest possible basis consistent with efficient contract performance and without impairment of program effectiveness.
(c) The Contractor further agrees to insert this clause in all subcontracts of $100,000 and over.
(d) The Contractor shall report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or for non-profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

52.227-33 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)

(a) Definitions. As used in this clause—
(1) "Agency" means "executive agency" as defined in Federal Acquisition Regulation (FAR) 2.901.
(2) "Covered Federal action" means any of the following actions:
(a) Awarding any Federal contract.
(b) Making any Federal grant.
(c) Entering into any cooperative agreement.
(d) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, or cooperative agreement.
"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 4601) and include Alaska Native villages.
(6) "Influencing or attempting to influence" means making, with the intent to influence, any communication or appearance of influence to any officer or employee of any agency of the United States, including a position under a temporary appointment.
(7) "Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or for non-profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Reasonable payment" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract shall be considered to be regularly employed as soon as he or she is employed by such person for at least 130 working days in a calendar year.

"Subcontractor," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

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"Subcontractor," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to prevent or detect criminal conduct.

(4) The Contractor and subcontractor shall each establish and maintain a system of controls designed to ensure that the Contractor and subcontractor are in compliance with this clause.

(f) Cost allowable. Nothing in this clause makes allowable or reasonable any cost which would otherwise be unallowable.

(b) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(2) The Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for award of the contract.

(c) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(2) In altering this clause to identify the appropriate parties, all disclosures of a potential or disclosed violation shall be forwarded to the IG of the respective ordering agency.

(3) Periodic review of the effectiveness of the business ethics and compliance program and internal control system.

(4) The Contractor shall conduct an internal review of the business ethics and compliance program.

(2) In forming this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for example, legal, financial, or engineering).

(iii) Providing prior to formal solicitation of any covered Federal action any assistance in the preparation, submission, or other related activities directly related to the solicitation.

(2) The Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for award of the contract, if the Contractor or subcontractor has reason to believe that the subcontractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code, or a violation of the civil False Claims Act, 31 U.S.C. 3729-3733.

(5) The Contractor and subcontractor shall each establish and maintain a system of controls designed to ensure that the Contractor and subcontractor are in compliance with this clause.

(2) When the personnel actions of a person related to a covered Federal action include consultants and trade associations.

(3) Each subcontractor using OMB Standard Form LLL shall submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor using OMB Standard Form LLL shall submit to the Contracting Officer within 30 days a copy of all disclosures.

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation;

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(3) In discussing this clause, including this paragraph (d), in any subcontract exceeding $150,000.

(2) The Contractor shall submit a declaration of the substance of this clause, including this paragraph (d), in any subcontract exceeding $150,000.

(1) In discussing this clause, including this paragraph (d), in any subcontract exceeding $150,000.

(2) The Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for award of the contract.

(1) The Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for award of the contract, if the Contractor or subcontractor has reason to believe that the subcontractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code, or a violation of the civil False Claims Act, 31 U.S.C. 3729-3733.

(1) The Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for award of the contract, if the Contractor or subcontractor has reason to believe that the subcontractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code, or a violation of the civil False Claims Act, 31 U.S.C. 3729-3733.

(2) Whenever, in connection with the award, performance, or closeout of any Government contract, the Contractor or subcontractor notified the OIG of the ordering agency and the IG of the agency responsible for award of the contract, the Contractor or subcontractor shall notify the Federal Acquisition Service of the information contained in the notification to the OIG.

(2) The Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for award of the contract.

(3) The Contractor shall comply and submit OMB Standard Form LLL to the ordering agency or the contractor responsible for awarding the contract.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, forward to the Government investigators' request for documents and access to employees with information.

(2) The Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for award of the contract.

(2) In discussing this clause, including this paragraph (d), in any subcontract exceeding $150,000.

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation;

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(3) In discussing this clause, including this paragraph (d), in any subcontract exceeding $150,000.

(2) The Contractor shall submit a declaration of the substance of this clause, including this paragraph (d), in any subcontract exceeding $150,000.