STANDARD SIGMA SPACE CORPORATION

(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 required for performance of this order, an equitable adjustment will be made to the order price, the delivery schedule, or both.

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. Inspection / Acceptance: All items purchased hereunder are subject to inspection and acceptance or rejection upon receipt by Sigma. Rejected items will be returned at the vendor’s expense. The vendor shall reimburse transportation charges paid by Sigma in returning rejected items. Sigma’s count shall be final and conclusive on shipments not accompanied by a packing slip. In addition to its right to return rejected items, in the event of delivery of items not in accordance with the requirements of this order, Sigma may notify the vendor of such, and if not repaired or corrected by the vendor within ten (10) days after receipt of such notice, or such additional time as may be mutually agreed to by Sigma and the vendor, Sigma shall have the right to make necessary corrections, if possible, so that the item(s) conform to the use intended, and the cost of such corrections will be deducted from monies due the vendor under this order.

9. 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).

10. 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.

11. 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 packaging; 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.

12. 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.

13. 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.

14. 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.

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
TERMS AND CONDITIONS FOR COMMERCIAL-OFF-THE-SHELF (COTS) ORDERS PLACED BY SIGMA SPACE CORPORATION (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:

52.204-7 Central Contractor Registration (Feb 2012)
(a) Definitions. As used in this clause—
(1) Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.
(2) Data Universal Numerical System (DUNS) number means the 9-digit number assigned by Dun & Bradstreet to identify business entities.
(3) DUNS+4 number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.411) for the same concern.

(b) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR 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.
(b)(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offerer is registered in the CCR database.
(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
(d) An offeror may obtain a DUNS number—
(i) Via the Internet at https://www.acquisition.gov/ or if the offeror does not have Internet access, it may call Dun and Bradstreet at 1-866-705-0711 if located within the United States; or
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
(e) The offeror should be prepared to provide the following information:
(i) Company business legal name.
(ii) The business legal name or the name by which your entity is commonly recognized.
(iii) Company Physical Street Address, City, State, and ZIP Code.
(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
(v) Company Telephone Number.
(vi) Data the company was started.
(vii) Number of employees at your location.
(viii) Chief executive or key manager.
(ix) Line of business (industry).
(x) Company Headquarters name and address (reporting relationship within your entity).
(xi) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror.
(xii) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
(xiii) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Contractor’s omission or inclusion of incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update the information on an annual basis from the date of initial registration, or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(i) If a Contractor has legally changed its business name, “doing business as” or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and assignment, the Contractor shall provide to the Contracting Officer a minimum of one business day’s written notification of its intention to (A) change the name in the CCR database; (B) notify the Government of Claims). Assignees shall be separately assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.411) for the same concern.
(ii) The Contractor shall not change the name or address for EFT payments or manual payments as appropriate, in the CCR database to reflect any purpose of assignment of claims (see FAR Subpart 30.5, Assignment of Claims). Assignee shall be separately registered in the CCR database. Any CCR information provided to the Contractor indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor.
(iii) The Contractor shall be considered to be in compliance with the terms of this clause, except for work performed outside the United States by employees who were not recruited within the United States.
(iv) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also follow the Standard Form 100 (EO-1), or any successor form, as

52.222-21 Prohibition of Segregated Facilities (Feb 1999)
(a) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy based on the protected bases.

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

52.222-26 Equal Opportunity (March 2007)
(a) Definition. “United States,” as used in this clause, 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)(i) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has or is awarded non-exempt Federal contracts and/or subcontracts that have an aggregate value in excess of $50,000, 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.
(b)(2) The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, or national origin.
(c) The Contractor shall include affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This clause includes, but may 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; and
(viii) Selection for training, including apprenticeship.
(d) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

52.222-29 Compliance with Executive Orders (Mar 2001)
(a) The Contractor shall, in all solicitations or advertisements for supplies or services 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, or national origin.

52.222-30 Compliance with Executive Order 12246, as amended, and the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also follow the Standard Form 100 (EO-1), or any successor form, as
prescribed in 41 CFR Part 60-1. 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 either the regional office of the Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance reviews and evasion investigations. The Contractor shall permit the Government to inspect and copy any books, records, or reports that implement Executive Order 12446, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 12446, as amended, and the terms, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 12446, as amended, so that these terms and conditions will be binding upon each subcontractor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, if that the Contractor becomes involved in, or is threatened with, any civil, administrative, or criminal action by or on behalf of any party, including actions brought by or on behalf of any party, to the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(End of clause)

52.222-50 Combatting Trafficking in Persons (Feb 2009)

(a) Definitions. As used in this clause—

(1) "Coercion" means—

(i) Threats of serious harm to or physical restraint against any person;

(ii) The abuse of a person under his or her control as a person or entity;

(iii) Prohibition of the person from entering into or continuing in such conditions, that person or another person would suffer serious harm or physical restraint or:

(iv) Depriving a person of the freedom of movement.

(2) "Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor, or any other person, of his or her services or the services of another person as security for a debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

(3) "Employee" means an employee of the Contractor directly engaged in the performance of work under the contract, who has no other than a minor impact or involvement in contract performance.

(4) "Forced Labor" means knowingly providing or obtaining the labor or services of a person—

(i) By threats of serious harm to, or physical restraint against, that person or another person;

(ii) As provided in Executive Order 13169; and

(iii) Where the United States Government has adopted a zero tolerance policy regarding commercial sex acts.

(5) "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(6) "Sex trafficking in persons" means—

(a) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person performed such act has not attained 18 years of age; or

(b) Any other act that would be considered a commercial sex act if the person had been 18 years of age; or

(c) Sex trafficking for the purpose of involuntary servitude, peonage, debt bondage, or slavery.

(b) The contractor shall take such action as it may be required by law or the legal process.

(1) The contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, if that the Contractor becomes involved in, or is threatened with, any civil, administrative, or criminal action by or on behalf of any party, including actions brought by or on behalf of any party, to the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(End of clause)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (August 2011)

(a) Definitions. As used in this clause—

(1) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(b) The contractor shall take such action as it may be required by law or the legal process.

(1) The contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, if that the Contractor becomes involved in, or is threatened with, any civil, administrative, or criminal action by or on behalf of any party, including actions brought by or on behalf of any party, to the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(End of clause)

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

52.221-15 Defense Priority and Allocation Requirements (April 2008)

(a) Endorsed. This is a rated order certified for national defense, emergency preparedness, and energy program uses, and the Contractor shall follow all the requirements of the Defense Priorities and Allocation Regulations (15 CFR 700).

(End of clause)

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

52.223-40 Notice 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 relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(b) (1) Physical posting of the employee notice shall be in conspicuous places in and about the contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(c) (1) If the contractor customarily posts notices to employees electronically, then the contractor shall also post the notice automatically by displaying prominently, on any website that is maintained by the contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice About Employer Size and Bargaining Collectively With Their Employees." (2) This required employee notice, printed by the Department of Labor, may be—


(ii) Provided by the Federal contracting agency if requested.


(d) (1) Reproduced and used as exact duplicates of the copy of the Department of Labor's official poster.

(2) The contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(3) If the contractor does not comply with the requirements set forth in paragraphs (a) through (f) of this clause, this contract may be terminated or suspended as provided in 41 CFR Part 60-1.

(End of clause)
and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provision will become a part of the subcontract.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(i) The Contractor shall become involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

The following clause is applicable to all orders over $15,000.

52.222-36 Affirmative Action for Workers with Disabilities (October 2010)

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, recall, termination, right of return from layoff and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structure, position descriptions, lines of progression, and seniority lists;

(v) Selection and financial support for training, including apprenticeships, professional retraining, or other related activities, and selection for leaves of absence to pursue training;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional retraining, or other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(b) Postings.

(1) The Contractor agrees to post employment notices stating—

(i) The Contractor’s obligation under the law to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as:

(a) Recruitment, advertising, and job application procedures;

(b) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, recall, termination, right of return from layoff and rehiring;

(c) Rates of pay or any other form of compensation and changes in compensation;

(d) Job assignments, job classifications, organizational structure, position descriptions, lines of progression, and seniority lists;

(e) Selection and financial support for training, including apprenticeships, professional retraining, or other related activities, and selection for leaves of absence to pursue training;

(f) Activities sponsored by the Contractor including social or recreational programs; and

(g) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 794) (the Act), as amended (29 U.S.C. 797).

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts.

The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, and shall be provided by or through the Contracting Officer.

(1) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor for violations of this clause (52.222-36) and for noncompliance.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(4) The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, and shall be provided by or through the Contracting Officer.

(5) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(6) The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, and shall be provided by or through the Contracting Officer.

The following clauses are applicable to all orders over $100,000.

52.222-35 Equal Opportunity for Veterans (Sept 2010)

(a) General.

(1) “All employment openings” means all positions except executive and senior management, those positions that are filled from outside the organization, and positions that are filled outside the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary), exclusive of board and subpart C.

(b) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(ii) State the rights of applicants and employees as to nondiscrimination in employment.

(iii) Include the name and location of each hiring location in the State.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts.

The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary.

(1) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor for violations of this clause (52.222-35) and for noncompliance.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(4) The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, and shall be provided by or through the Contracting Officer.

(5) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(6) The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, and shall be provided by or through the Contracting Officer.

(7) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(8) The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, and shall be provided by or through the Contracting Officer.

The following clauses are applicable to all orders over $100,000.

52.222-37 Employment Reports Veterans (Sept 2010)

(a) Definitions.

(1) “Armed Forces service medal veteran” means an individual who—

(i) Served on active duty in the United States Army, Navy, Air Force, or Coast Guard;

(ii) Was awarded any campaign or expedition award or medal for service in a foreign country or territory;

(iii) Was awarded the Purple Heart medal;

(iv) Was awarded a decoration or medal for communications or achievement in connection with U.S. Armed Forces service;

(v) Was awarded a decoration or medal for exemplary civil service in a Federal Government agency.

(b) General.

(1) The Contractor shall report at least annually, as required by the Secretary of Labor, the number of veterans employed by the contractor, or subcontractor at each hiring location during the period covered by the report.
(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled “Federal Contractor Veterans’ Employment Report (VETS-100A Report).”

(1) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.

(2) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total, annual, and maximum and minimum number of employees, during the recent 12-month period preceding the ending date selected for the report. Contractors may select a fiscal year date—

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, the Contractor has prior written approval from the Equal Employment Opportunity Commission for the Employee Information Report EEO-1 (Standard Form 100).

(3) The Contractor report must be based on data known to the contractor when completing the VETS-100A. The contractor’s knowledge of veterans status may be obtained in a variety of ways, including: (a) inviting to applicants to self-identify in accordance with the requirements of Title 41, sections 60-300-42, voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4301-4302.

(g) The Contractor shall insert the terms of this clause in subcontracts of $100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. (End of clause)

1852.440-70 Geographic Participation in the Aerospace Program (APRIL 1985)

(a) The Office of Science 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 program.

(b) The Contractor agrees to use its best efforts to solicit subcontract bids on the broadest feasible program basis consistent with efficient contract performance and without impairment of program effectiveness or increase in program cost.

(c) The Contractor further agrees to insert this clause in all subcontracts of $100,000 and over. (End of clause)

The following clauses are applicable to all orders over $150,000.

52.203-7 Anti-Kickback Procedures (Oct 2010)

(a) Definitions

(1) “Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract, or in connection with any Federal contract awarded to or performed by any person, or for the purpose of obtaining or rewarding favorable treatment in connection with a cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, or any employee of a Member of Congress in connection with any Federal action.

(2) “Person,” as used in this clause, means a corporation, partnership, business association of any kind, or individual, joint venture,ircraft contract, or in connection with a subcontract relating to a prime contract.

(3) “Prime contract,” as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

(4) “Prime Contractor,” as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract where such supplies, materials, equipment, or services are obtained or furnished by the prime Contractor. (End of clause)

25.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)

(a) Definitions: As used in this clause—

“Agency” means “executive agency” as defined in Federal Acquisition Regulation (FAR) 2.101.

“Covered Federal action” means any of the following actions—

(1) Awarding any Federal contract.

(2) Making any Federal award.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement. (End of clause)

(b) Applicable to any person—

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsections (10)(b), (Title 37, United States Code).

(3) A special Government employees, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code.

“Person” means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government.

(a) Only those communications and services expressly authorized by paragraphs (b) and (c) of this clause are permitted by other Federal law.

(b) “Reasonable compensation” means, with respect to a regularly employed officer or employee of any person, compensation that is reasonable in amount considering the value of the communications or services provided and is not for profit, or for profit, or for profit in connection with the performance of any covered Federal action.

Penalties

(a) Any person who makes an expenditure prohibited under paragraph (b) of this clause who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this
clause shall be subject to civil penalties as provided for by 31 U.S.C. 3730. An imposition of a civil penalty does not prevent the Government from seeking any other remedies that may be applicable.

(b) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(4) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

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

(5) Timely disclosures, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act 31 U.S.C. 3729-3733.

(E) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(4) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

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

(5) Timely disclosures, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act 31 U.S.C. 3729-3733.

(6) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(4) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

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

(5) Timely disclosures, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act 31 U.S.C. 3729-3733.

(6) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(4) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

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

(5) Timely disclosures, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act 31 U.S.C. 3729-3733.

(6) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(4) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

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

(5) Timely disclosures, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act 31 U.S.C. 3729-3733.

(6) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(4) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

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

(5) Timely disclosures, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act 31 U.S.C. 3729-3733.

(6) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(4) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

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

(5) Timely disclosures, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act 31 U.S.C. 3729-3733.