



## PURCHASE ORDER TERMS AND CONDITIONS (Services and Construction)

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

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

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

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

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

**6. QUALITY AND INSPECTION:** The Materials supplied hereunder

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

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

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

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

**10. HEALTH AND SAFETY:** Subcontractor acknowledges that it has a primary duty to prevent on the job accidents and to protect the health and safety of its employees. Subcontractor understands and acknowledges that its Order may entail work at sites that pose potential exposure to hazardous materials and that such work is

inherently dangerous. As such, Subcontractor understands that accidents, bodily injury or property damage could result from human errors in judgment, mistakes, carelessness, forgetfulness, sloppiness, and work performed in haste. It is the duty and responsibility of Subcontractor to train and supervise all its personnel and activities to prevent such occurrences. Subcontractor further acknowledges that Chugach bears no duty or legal responsibility to supervise Subcontractor's personnel. Subcontractor represents that it has the requisite corporate resources and expertise to perform the service hereunder.

**11. LIENS OR CLAIMS:** Subcontractor warrants the equipment, articles and/or materials furnished under the terms of this order are unencumbered and not subject to any lien or claim.

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

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

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

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

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

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

**18. TERMINATION, DELAYS AND EXCUSED PERFORMANCE:** Chugach may, by written notice stating the extent and effective

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

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

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

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

**22. RETENTION, EXAMINATION AND AUDIT OF RECORDS:** Chugach and the U.S. Comptroller General or their agents may, at reasonable

times and places, examine, copy, and audit the books and records of the Subcontractor to the extent that the books and records relate to this order or any cost and pricing data related to this order. The Subcontractor shall maintain books and records that relate to the order for three (3) years after the date of final payment under the order.

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

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

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

**26. INSURANCE:** All suppliers and subcontractors performing

services and construction projects for Chugach under \$150,000, whether through a Purchase Order or Subcontract, shall carry insurance as define by this Purchase Order. If applicable, the insurance requirements forms are available at:

<http://www.chugach.com/what-we-do/subcontracting>

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

<http://www.bis.doc.gov/defenseindustrialbaseprograms/>

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

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

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

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

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

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

## **FAR/DFAR CLAUSES WHICH WOULD APPLY TO SUBCONTRACTOR, THE REQUIREMENTS OF THE PURCHASE ORDER, OR THE PRIME CONTRACT.**

Full text of these clauses can be obtained from the following websites:

<http://acquisition.gov/far/index.html>

<http://farsite.hill.af.mil>

<http://farsite.hill.af.mil/vfdfara.htm>

### **I. PURCHASE ORDERS FOR COMMERCIAL ITEMS**

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

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

- 52.203-13 Contractor Code of Business Ethics and Conduct (April 2010)
- 52.203-15 Whistleblower Protection Under the American Recovery and Reinvestment Act (June 2010)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (awards \$25K or greater) (July 2013)
- 52.212-5 Contract Terms & Conditions Required to Implement Statutes or Executive Orders – Commercial Items (May 2015) & Alt. 1 (Feb 2000) & Alt 2 (May 2015)
- 52.217-8 Option to Extend Services. (Nov 1999)
- 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)
- 52.219-8 Utilization of Small Business Concerns (15 U.S.C. 637(d)(2)(3)) (Oct 2014)
- 52.222-21 Prohibition of Segregated Facilities (Apr 2015)
- 52.222-26 Equal Opportunity (E.O. 11246) (Apr 2015)
- 52.222-35 Equal Opportunity for Veterans (Jul 2014)
- 52.222-36 Equal Opportunity for Workers with Disabilities (Jul 2014)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (applies to all orders over \$10K) (Dec 2010)
- 52.222-41 Service Contract Labor Standards (May 2014)
- 52.222-50 Combating Trafficking in Persons (Mar 2015)
- 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014)
- 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014)
- 52.222-54 Employment Eligibility Verification (Aug 2013)
- 52.222-55 Minimum Wages Under Executive Order 13658 (Dec 2015)
- 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Mar 2015)
- 52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts (Sept 2013)
- 52.223-3 Hazardous Material Identification (Jan 1997)
- 52.225-1 Buy American -Supplies (clause does not apply to (a) Ref. 25.103(e) Information Technology that is commercial and (b) purchases under DoD contracts.) (May 2014)
- 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act (May 2014)
- 52.225-5 Trade Agreements (Nov 2013) (awards \$204,000 or more)
- 52.226-5 Restrictions on Subcontracting Outside of Disaster Area or Emergency Area (Nov 2007)
- 52.228-3 Worker’s Compensation Insurance (Defense Base Act) (Jul 2014)

- 52.228-5 Insurance- Work on Government Installation (Jan 1997)
- 52.229-3 Federal, State and Local Taxes (Feb 2013)
- 52.229-6 Taxes-Foreign Fixed Price Contracts (Feb 2013)
- 52.229-7 Taxes – Fixed Price Contracts with Foreign Governments (Feb 2013)
- 52.232-17 Interest (May 2014)
- 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- 52.233-3 Protest after Award (Aug 1996)
- 52.237-11 Accepting and Dispensing \$1 coins (Sept 2008)
- 52.242-15 Stop Work Order (Aug 1989)
- 52.243-1 Change – Fixed Price (Aug 1987)
- 52.245-1 Government Property (Aug 2012)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. Appox 1241 and 10 U.S.C. 2631) (Feb 2006)
- 52.249-4 Termination for Convenience of the Government (Services) (Short form) (April 1984)

#### **B. Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) Clauses:**

- 252.204-7012 Safeguarding of Unclassified Controlled Technical Information (Nov 2013)
- 252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors. (Feb 2014)
- 252.204-7015 Disclosure of Information to Litigation Support Contractors. (Feb 2014)
- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (June 2013)
- 252.227-7015 Technical Data—Commercial Items (Feb 2014)
- 252.227-7037 Validation of Restrictive Markings on Technical Data (June 2013)
- 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Jun 2013)
- 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (Jun 2013)
- 252.237-7019 Training for Contractor Personnel Interacting with Detainees (Section 1092 of Public Law 108-375) (Jun 2013)
- 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Jun 2013)
- 252.246-7003 Notification of Potential Safety Issues (Jun 2013)
- 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System. (May 2014)
- 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631) (Apr 2014)
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C.2631) (March 2000)

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

#### **A. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses: APPLICABLE TO ALL PURCHASE ORDERS OVER \$3,000**

- 52.202-1 Definitions (Nov 2013)
- 52.203-3 Gratuities (April 1984)
- 52.203-15 Whistleblower Protection Under the American Recovery and Reinvestment Act (June 2010)
- 52.204-2 Security Requirements (Aug 1996)

52.208-8 Required Sources for Helium and Helium Usage Data (April 2014)

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

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

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

52.222-54 Employment Eligibility Verification (Aug 2013)

52.222-55 Minimum Wages Under Executive Order 13658 (Dec 2015)

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

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

52.223-3 Hazardous Material Identification (Jan 1997)

52.223-7 Notice of Radioactive Materials (Jan 1997)

52.223-11 Ozone Depleting Substances (May 2001)

52.223-12 Refrigeration Equipment and Air Conditioners (May 1995)

52.224-2 Privacy Act (April 1984)

52.225-1 Buy American -Supplies (clause does not apply to (a) Ref. 25.103(e) Information Technology that is commercial and (b) purchases under DoD contracts.) (May 2014)

52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act (May 2014)

52.225-13 Restrictions on Certain Foreign Purchases (June 2008)

52.225-23 Required Use of American Iron, Steel and other Manufactured Goods – Buy American Statute – Construction Materials Under Trade Agreements (May 2014) & Alt. 1 (May 2014)

52.226-5 Restrictions on Subcontracting Outside of Disaster Area or Emergency Area (Nov 2007)

52.227-1 Authorization and Consent\* (Dec 2007)

52.227-9 Refund of Royalties (April 1984)

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

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

52.228-5 Insurance- Work on Government Installation (Jan 1987)

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

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

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

52.232-17 Interest (Oct 2010)

52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

52.233-3 Protest after Award (Aug 1996)

52.234-1 Industrial Resources Developed Under Defense Product Act Title III (Dec 1994)

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

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

52.242-15 Stop Work Order (Aug 1989)

52.243-1 Changes – Fixed Price (Aug 1987)

52.244-6 Subcontracts for Commercial Items and Commercial Components (Apr 2015)

52.245-1 Government Property (April 2012)

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

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

52.249-5 Termination for Convenience of the Government (Educational & Other Nonprofit Institutions) (Sept 1996)

**APPLICABLE TO ALL CONSTRUCTION PURCHASE ORDERS**

52.222-6 Construction Wage Rate Requirements. (MAY 2014)

52.222-7 Withholding of Funds (May 2014)

52.222-8 Payrolls and Basic Records (May 2014)

52.222-9 Apprentices and Trainees (July 2005)

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

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

52.222-12 Contract Termination-Debarment (May 2014)

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

52.222-14 Disputes Concerning Labor Standards (Feb 1988)

52.222-15 Certification of Eligibility (May 2014)

52.222-27 Affirmative Action Compliance Requirements for Construction\* (Apr 2015)

52.225-9 Buy American - Construction Materials \*Applicable if the procurement exceeds \$10,000 (May 2014)

52.225-21 Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Statute – Construction Material (applicable when ARRA funds are being used and replaces 52.225-9 when ARRA funds are being used) (May 2014)

52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Statute – Construction Materials Under Trade Agreements (applicable when ARRA funds are being used) (May 2014)

**APPLICABLE TO ARCHITECT AND ENGINEERING PURCHASE ORDERS**

52.236-22 Design Within Funding Limitations (APR 1984)

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

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

52.249-7 Termination (Architect and Engineering) (April 1984)

**APPLICABLE TO TIME AND MATERIALS PURCHASE ORDERS**

52.243-3 Changes – Time and Materials or Labor-hour (Sept 2000)

**APPLICABLE TO ALL SERVICE PURCHASE ORDERS**

52.222-41 Service Contract Labor Standards (May 2014)

52.237-11 Accepting and Dispensing \$1 coins (Sept 2008)

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

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

52.222-21 Prohibition of Segregated Facilities (Apr 2015)

52.222-26 Equal Opportunity\* (Apr 2015)

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

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

52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (May 2008)

52.225-8 Duty Free Entry (Oct 2010)

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

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

52.222-36 Equal Opportunity for Workers with Disabilities (Jul 2014)

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

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

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013)

52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (May 2014)

**APPLICABLE TO PURCHASE ORDERS \$100,000 OR MORE**

52.222-35 Equal Opportunity for Veterans (Jul 2014)

52.222-37 Employment Reports on Veterans (Jul 2014)

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

**B. Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) Clauses:**

**APPLICABLE TO ALL PURCHASE ORDERS OVER \$3,000**

252-204-7000 Disclosure of Information (Aug 2013)

252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors. (Feb 2014)

252.204-7015 Disclosure of Information to Litigation Support Contractors. (Feb 2014)

252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (Dec 1991)

252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country. (Oct 2015)

252.222-7000 Restrictions on Employment of Personnel (March 2000)

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Sep 2014) & ALT I (Sep 2014)

252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (Sept 1999)

252.225-7001 Buy American and Balance of Payments Program (Nov 2014)

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (June 2011)

252.225-7019 Restriction on Acquisition of Foreign Anchor and Mooring Chain (Dec 2009)

252.225-7025 Restriction on Acquisition of Forgings (Dec 2009)

252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (Dec 2006)

252.225-7036 Buy American – Free Trade Agreements - Balance of Payments Program (Nov 2014)

252.225-7044 Balance of Payments Program--Construction Material. (NOV 2014) and ALT I (NOV 2014)

252.225-7045 Balance of Payments Program--Construction Material Under Trade Agreements. (NOV 2014)

252.225-7038 Restriction on Acquisition of Air Circuit Breakers (June 2005)

252.227-7013 Rights in Technical Data--Noncommercial Items\*(Feb 2014)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation\* (Feb 2014)

252.227-7016 Rights in Bid or Proposal Information\* (Jan 2011)

252.227-7019 Validation of Asserted Restrictions - Computer Software\* (Sept 2011)

252.227-7030 Technical Data - Withholding of Payment (March 2000)

252.227-7033 Rights in Shop Drawings\* (April 1966)

252.227-7037 Validation of Restrictive Markings on Technical Data\* (June 2013)

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Jun 2013)

252.246-7001 Warranty of Data (Mar 2014)

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System. (May 2014)

252.247-7023 Transportation of Supplies by Sea (Apr 2014)

252.247-7024 Notification of Transportation of Supplies by Sea (March 2000)

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

**III. REPRESENTATIONS AND CERTIFICATIONS**

52.225-2 Buy American Certificate (May 2014)

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

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

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