1. DEFINITIONS

In the following clauses, unless the context of the clause requires otherwise, the term "Contractor" shall mean Seller, the term "Contract" shall mean the Order, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean SAIC and SAIC’s Contractual Representative, respectively. It is intended that these clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to SAIC, to ensure Seller's obligations to SAIC and to the United States Government, and to enable SAIC to meet its obligations under its Prime Contract or Subcontract.

2. DISPUTES

(a) Notwithstanding any provisions herein to the contrary:

(1) If a decision relating to the Prime Contract is made by the Contracting Officer and such decision is also related to this Order, said decision, if binding upon SAIC under the Prime Contract shall in turn be binding upon SAIC and Seller with respect to such matter; provided, however, that if Seller disagrees with any such decision made by the Contracting Officer and SAIC elects not to appeal such decision, Seller shall have the right reserved to SAIC under the Prime Contract with the Government to prosecute a timely appeal in the name of SAIC, as permitted by the Prime Contract or by law, Seller to bear its own legal and other costs. If SAIC elects not to appeal any such decision, SAIC agrees to notify Seller in a timely fashion after receipt of such decision and to assist Seller in its prosecution of any such appeal in every reasonable manner. If SAIC elects to appeal any such decision of the Contracting Officer, SAIC agrees to furnish Seller promptly with a copy of such appeal. Any decision upon appeal, if binding upon SAIC, shall in turn be binding upon Seller. Pending the making of any decision, either by the Contracting Officer or on appeal, Seller shall proceed diligently with performance of this Order.

(2) If, as a result of any decision or judgment which is binding upon Seller and SAIC, as provided above, SAIC is unable to obtain payment or reimbursement from the Government under the Prime Contract for, or is required to refund or credit to the Government, any amount with respect to any item or matter for which SAIC has reimbursed or paid Seller, Seller shall, on demand, promptly repay such amount to SAIC. Additionally, pending the final conclusion of any appeal hereunder, Seller shall, on demand, promptly repay any such amount to SAIC. SAIC's maximum liability for any matter connected with or related to this Order which was properly the subject of a claim against the Government under the Prime Contract shall not exceed the amount of SAIC’s recovery from the Government.

(3) If this Order is issued by SAIC under a Government subcontract rather than a Prime Contract, and if SAIC has the right under such Government subcontract to appeal a decision made by the Contracting Officer under the Prime Contract in the name of the Prime Contractor (or if SAIC is subject to any arbitrator's decision under the terms of its subcontract), and said decision is also related to this Order, this Disputes Clause shall also apply to Seller in a manner consistent with its intent and similar to its application had this Order been issued by SAIC under a Prime Contract with the Government.

(4) Seller agrees to provide certification that data supporting any claim made by Seller hereunder is made in good faith and that the supporting data is accurate and complete to the best of Seller's knowledge or belief, all in accordance with the requirements of the Contract Disputes Act of 1978 (41 USC §§ 7101-7109) and implementing regulations. If any claim of Seller is determined to be based upon fraud or misrepresentation, Seller agrees to defend, indemnify and hold SAIC harmless for any and all liability, loss, cost or expense resulting therefrom.

(b) Any dispute not addressed in paragraph (a) above, will be subject to the disputes clause of Schedule A of the Subcontract.

3. INDEMNIFICATION – COST OR PRICING DATA – COST ACCOUNTING STANDARDS – OTHER RESPONSIBILITY MATTERS

Seller agrees to indemnify and hold SAIC harmless to the full extent of any cost or price reduction, plus interest, effected by SAIC’s customer, which may result from (i) certified cost or pricing data submitted by Seller or its lower‑tier subcontractors which is not accurate, current or complete as certified by Seller; (ii) the failure by Seller or its lower‑tier subcontractors to disclose and consistently follow applicable cost accounting practices and standards or otherwise comply with pertinent parts of the FAR, applicable agency supplements thereto, and standards and regulations promulgated by the Cost Accounting Standards Board. Seller further agrees to indemnify, defend, and hold Buyer harmless from and against any losses, liabilities, offsets and expenses (including reasonable attorney’s fees) arising out of or relating to Seller’s failure to comply with (i) the provisions of the Anti-Kickback Act or FAR 52.203-7; or (ii) 52.203-13, Contractor Code of Business Ethics and Conduct, if applicable to this Order.

4. CONTRACT COST PRINCIPLES AND PROCEDURES

Seller agrees that to the extent applicable, costs allocated to this Order shall be in full compliance with Subpart 31.2 of FAR (Subpart 31.3 for Educational Institutions) and the applicable agency supplements thereto, if any, set forth in Part II hereof. In the event such compliance is not maintained, Seller agrees to compensate SAIC to the full extent of any prices or costs, including any penalties or interest that are determined by SAIC’s customer to be unallowable or unreasonable or not allocable, under SAIC’s contract with its customer.

5. FAR CLAUSES APPLICABLE TO THIS ORDER

The clauses in FAR Subpart 52.2 referenced in subparagraph (a), the clauses applicable at the dollar thresholds in subparagraph (b), and those clauses referenced and checked in subparagraph (c) below, in effect on the date of this Order, are incorporated herein and made a part of this Order. To the extent that an earlier version of any such clause is included in the Prime Contract or higher-tier subcontract under which this Order is issued, the date of the clause as it appears in such Prime Contract or higher-tier subcontract shall be controlling and said version shall be incorporated herein.

1. The following clauses are applicable unless inapplicable by reason of the specific Order type:

|  |  |
| --- | --- |
| FARRef. | Title of Clause |
| 52.203-3 | Gratuities |
| 52.203-5 | Covenant Against Contingent Fees |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity  |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity  |
| 52.211-5 | Material Requirements |
| 52.219-8 | Utilization of Small Business Concerns  |
| 52.222-1 | Notice to the Government of Labor Disputes |
| 52.222-21 | Prohibition of Segregated Facilities |
| 52.222-50 | Combating Trafficking in Persons |
| 52.223-6 | Drug-Free Workplace  |
| 52.225-13 | Restrictions on Certain Foreign Purchases |
| 52.229-3 | Federal, State, and Local Taxes |
| 52.244-6 | Subcontracts for Commercial Items |
| 52.246-16 | Responsibility for Supplies  |
| 52.247-63 | Preference for U.S. Flag Air Carriers  |
| 52.247-64 | Preference for Privately Owned U.S. Flag Commercial Vessels |

1. The following clauses are applicable to this Order at the indicated dollar values:

| FARRef. | Title of Clause |
| --- | --- |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government (*if Subcontract exceeds $150,000*) |
| 52.203-7 | Anti‑Kickback Procedures (except paragraph (c)(1)) (*if Subcontract exceeds $150,000*) |
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions(*if Subcontract exceeds or is expected to exceed $150,000*) |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions (*if Subcontract exceeds $150,000)* |
| 52.203-13 | Contractor Code of Business Ethics and Conduct (*if Subcontract exceeds $5,500,000 and performance period exceeds 120 days.)* |
| 52.203-14 | Display of Hotline Poster(s) (*if Subcontract exceeds $5,500,000 or a lesser amount established by the Government)* |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (*if Subcontract exceeds $150,000*) |
| 52.209-6 | Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (*if Subcontract exceeds $35,000*) |
| 52.215-14 | Integrity of Unit Prices (except paragraph (b)) *(if Subcontract is for supplies and exceeds $150,000)* |
| 52.222-35 | Equal Opportunity for Veterans (*if Subcontract is $150,000* *or more)* |
| 52.222-36 | Equal Opportunity for Workers with Disabilities (*if Subcontract exceeds $15,000*) |
| 52.222-37 | Employment Reports on Veterans (*if Subcontract is $150,000 or more*) |
| 52.222-38 | Compliance with Veterans’ Employment Reporting Requirements (*if Subcontract exceeds or is expected to exceed $150,000)* |
| 52.222-54 | Employment Eligibility Verification *(if Subcontract exceeds $3,500)* |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving *(if Subcontract exceeds $3,000)* |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement (*if Subcontract is expected to exceed $150,000*) |

1. The following clauses are applicable to this Order if checked:

| FARRef. | Title of Clause |
| --- | --- |
|[ ]  52.203-15 | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 |
|[ ]  52.203-16 | Preventing Personal Conflicts of Interest (*if Subcontract exceeds $150,000*) |
|[x]  52.204-2 | Security Requirements |
|[ ]  52.204-2 | Security Requirements – Alternate I |
|[ ]  52.204-2 | Security Requirements – Alternate II |
|[ ]  52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper |
|[ ]  52.204-9 | Personal Identity Verification of Contractor Personnel |
|[ ]  52.204-14 | Service Contract Reporting Requirements (section (f)(1) only) (*if Subcontract exceeds dollar thresholds provided at FAR 4.1703(a)(2)*) |
|[ ]  52.204-15 | Service Contract Reporting Requirements for Indefinite-Delivery Contracts (section (f)(1) only) (*if Subcontract exceeds dollar thresholds provided at FAR 4.1703(a)(2)*) |
|[ ]  52.207-3 | Right of First Refusal of Employment |
|[ ]  52.208-8 | Required Sources for Helium and Helium Usage Data |
|[x]  52.211-15 | Defense Priority and Allocation Requirements |
|[ ]  52.214-26 | Audit and Records‑Sealed Bidding |
|[ ]  52.214-26 | Audit and Records‑Sealed Bidding – Alternate I |
|[ ]  52.214-27 | Price Reduction for Defective Certified Cost or Pricing Data Modifications - Sealed Bidding |
|[ ]  52.214-28 | Subcontractor Certified Cost or Pricing Data - Modifications ‑ Sealed Bidding |
|[ ]  52.215-2 | Audit and Records‑Negotiation (*if Subcontract exceeds $150,000*)  |
|[ ]  52.215-2 | Audit and Records‑Negotiation – Alternate I (*if Subcontract exceeds $150,000*)  |
|[ ]  52.215-2 | Audit and Records‑Negotiation – Alternate II (*if Subcontract exceeds $150,000*)  |
|[ ]  52.215-2 | Audit and Records‑Negotiation – Alternate III (*if Subcontract exceeds $150,000*)  |
|[ ]  52.215-12 | Subcontractor Certified Cost or Pricing Data |
|[ ]  52.215-13 | Subcontractor Certified Cost or Pricing Data – Modifications |
|[ ]  52.215-15 | Pension Adjustments and Asset Reversions |
|[ ]  52.215-16 | Facilities Capital Cost of Money |
|[ ]  52.215-17 | Waiver of Facilities Capital Cost of Money  |
|[ ]  52.215-18 | Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions |
|[ ]  52.215-19 | Notification of Ownership Changes |
|[ ]  52.215-20 | Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data |
|[ ]  52.215-20 | Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data – Alternate I |
|[ ]  52.215-20 | Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data – Alternate II |
|[ ]  52.215-20 | Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data – Alternate III |
|[ ]  52.215-20 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Alternate IV |
|[ ]  52.215-21 | Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications |
|[ ]  52.215-21 | Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications – Alternate I |
|[ ]  52.215-21 | Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications – Alternate II |
|[ ]  52.215-21 | Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications – Alternate III |
|[ ]  52.215-21 | Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications – Alternate IV |
|[ ]  52.215-23 | Limitations on Pass-Through Charges  |
|[ ]  52.215-23 | Limitations on Pass-Through Charges – Alternate I |
|[ ]  52.216-7 | Allowable Cost and Payment |
|[ ]  52.216-7 | Allowable Cost and Payment – Alternate I |
|[ ]  52.216-7 | Allowable Cost and Payment – Alternate II |
|[ ]  52.216-7 | Allowable Cost and Payment – Alternate III |
|[ ]  52.216-7 | Allowable Cost and Payment – Alternate IV |
|[ ]  52.216-8 | Fixed Fee |
|[ ]  52.216-18 | Ordering |
|[ ]  52.216-22 | Indefinite Quantity |
|[ ]  52.217-6 | Option for Increased Quantity |
|[ ]  52.217-7 | Option for Increased Quantity – Separately Priced Line Item |
|[ ]  52.217-8 | Option to Extend Services |
|[ ]  52.217-9 | Option to Extend the Term of the Contract |
|[ ]  52.219-9 | Small Business Subcontracting Plan (*if Subcontract exceeds $700,000*)  |
|[ ]  52.219-9 | Small Business Subcontracting Plan – Alternate I (*if Subcontract exceeds $700,000*)  |
|[ ]  52.219-9 | Small Business Subcontracting Plan – Alternate II (*if Subcontract exceeds $700,000*)  |
|[ ]  52.219-9 | Small Business Subcontracting Plan – Alternate III (*if Subcontract exceeds $700,000*)  |
|[ ]  52.219-16 | Liquidated Damages – Subcontracting Plan |
|[ ]  52.222-2 | Payment for Overtime Premiums – Subparagraph (a) Add “0” |
|[x]  52.222-3 | Convict Labor |
|[ ]  52.222-4 | Contract Work Hours and Safety Standards Act – Overtime Compensation  |
|[ ]  52.222-6 | Construction Wage Rate Requirements |
|[ ]  52.222-7 | Withholding of Funds |
|[ ]  52.222-8 | Payrolls and Basic Records  |
|[ ]  52.222-9 | Apprentices and Trainees  |
|[ ]  52.222-10 | Compliance with Copeland Act Requirements  |
|[ ]  52.222-11 | Subcontracts (Labor Standards) |
|[ ]  52.222-12 | Contract Termination-Debarment  |
|[ ]  52.222-13 | Compliance with Construction Wage Rate Requirements and Related Act Regulations  |
|[ ]  52.222-14 | Disputes Concerning Labor Standards  |
|[ ]  52.222-15 | Certification of Eligibility  |
|[ ]  52.222-16 | Approval of Wage Rates  |
|[ ]  52.222-17 | Nondisplacement of Qualified Workers *(if Subcontract exceeds $150,000)* |
|[x]  52.222-19 | Child Labor – Cooperation with Authorities and Remedies |
|[x]  52.222-20 | Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000 *(if Subcontract exceeds $15,000)* |
|[x]  52.222-26 | Equal Opportunity (*paragraphs (b)(1) through (c)(11*) only)  |
|[ ]  52.222-26 | Equal Opportunity – Alternate I (*paragraphs (b)(1) through (c)(11) only*) |
|[ ]  52.222-27 | Affirmative Action Compliance Requirements for Construction  |
|[ ]  52.222-29 | Notification of Visa Denial |
|[ ]  52.222-30  | Construction Wage Rate Requirements—Price Adjustment (None or Separately Specified Pricing Method) |
|[ ]  52.222-31 | Construction Wage Rate Requirements—Price Adjustment (Percentage Method) |
|[ ]  52.222-32 | Construction Wage Rate Requirements—Price Adjustment (Actual Method) |
|[ ]  52.222-34 | Project Labor Agreement  |
|[ ]  52.222-34 | Project Labor Agreement – Alternate I |
|[ ]  52.222-40 | Notification of Employee Rights Under the National Labor Relations Act (*if Subcontract exceeds $10,000*) |
|[ ]  52-222-41 | Service Contract Labor Standards (*if Subcontract exceeds $2,500*) |
|[ ]  52.222-42 | Statement of Equivalent Rates for Federal Hires |
|[ ]  52.222-43 | Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) |
|[ ]  52.222-44 | Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment |
|[ ]  52.222-46 | Evaluation of Compensation for Professional Employees |
|[ ]  52.222-51 | Exemption from the Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration or Repair of Certain Equipment – Requirements |
|[ ]  52.222-53 | Exemption from the Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements |
|[ ]  52.222-55 | Minimum Wages Under Executive Order 13658 |
|[ ]  52.222-99 | Establishing a Minimum Wage for Contractors |
|[ ]  52.223-2 | Affirmative Procurement of Biobased Products Under Service and Construction Contracts |
|[x]  52.223-3 | Hazardous Material Identification and Material Safety Data  |
|[ ]  52.223-3 | Hazardous Material Identification and Material Safety Data – Alternate I |
|[ ]  52.223-5 | Pollution Prevention and Right-to-Know Information |
|[ ]  52.223-5 | Pollution Prevention and Right-to-Know Information – Alternate I |
|[ ]  52.223-5 | Pollution Prevention and Right-to-Know Information – Alternate II |
|[x]  52.223-7 | Notice of Radioactive Materials |
|[ ]  52.223-9 | Estimate of Percentage Recovered Material Content for EPA-Designated Items |
|[ ]  52.223-9 | Estimate of Percentage of Recovered Material Content for EPA-Designated Items – Alternate I |
|[x]  52.223-11 | Ozone-Depleting Substances |
|[ ]  52.223-12 | Refrigeration Equipment and Air Conditioners |
|[ ]  52.223-13 | Acquisition of EPEAT®–Registered Imaging Equipment |
|[ ]  52.223-13 | Acquisition of EPEAT®–Registered Imaging Equipment – Alternate I |
|[ ]  52.223-14 | Acquisition of EPEAT®-Registered Televisions  |
|[ ]  52.223-14 | Acquisition of EPEAT®-Registered Televisions – Alternate I |
|[ ]  52.223-15 | Energy Efficiency in Energy-Consuming Products |
|[ ]  52.223-16 | Acquisition of EPEAT-Registered Personal Computer Products |
|[ ]  52.223-16 | Acquisition of EPEAT-Registered Personal Computer Products– Alternate I |
|[ ]  52.223-17 | Affirmative Procurement of EPA-designated Items in Service and Construction Contracts |
|[ ]  52.224-1 | Privacy Act Notification |
|[ ]  52.224-2 | Privacy Act |
|[ ]  52.225-1 | Buy American– Supplies |
|[ ]  52.225-3 | Buy American– Free Trade Agreements – Israeli Trade Act |
|[ ]  52.225-3 | Buy American– Free Trade Agreements – Israeli Trade Act – Alternate I |
|[ ]  52.225-3 | Buy American– Free Trade Agreements – Israeli Trade Act – Alternate II |
|[ ]  52.225-3 | Buy American– Free Trade Agreements – Israeli Trade Act – Alternate III |
|[ ]  52.225-5 | Trade Agreements |
|[ ]  52.225-7 | Waiver of Buy American Statute for Civil Aircraft and Related Articles |
|[ ]  52.225-8 | Duty-Free Entry |
|[ ]  52.225-9 | Buy American– Construction Materials |
|[ ]  52.225-11 | Buy American– Construction Materials Under Trade Agreements |
|[ ]  52.225-19 | Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States |
|[ ]  52.225-21 | Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Statute – Construction Materials |
|[ ]  52.225-23 | Required Use of American Iron, Steel, and Manufactured Goods---Buy American Statute--Construction Materials under Trade Agreements |
|[ ]  52.225-26 | Contractors Performing Private Security Functions Outside the United States |
|[ ]  52.226-1 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises |
|[ ]  52.227-1 | Authorization and Consent (*if Subcontract exceeds $150,000*) |
|[ ]  52.227-1 | Authorization and Consent – Alternate I (*if Subcontract exceeds $150,000*) |
|[ ]  52.227-1 | Authorization and Consent – Alternate II (*if Subcontract exceeds $150,000*) |
|[ ]  52.227-3 | Patent Indemnity  |
|[ ]  52.227-3 | Patent Indemnity – Alternate I |
|[ ]  52.227-3 | Patent Indemnity – Alternate II |
|[ ]  52.227-3 | Patent Indemnity – Alternate III |
|[ ]  52.227-3 | Patent Indemnity – Alternate III |
|[ ]  52.227-4 | Patent Indemnity—Construction Contracts |
|[ ]  52.227-6 | Royalty Information |
|[ ]  52.227-6 | Royalty Information – Alternate I |
|[ ]  52.227-9 | Refund of Royalties |
|[ ]  52.227-10 | Filing of Patent Applications - Classified Subject Matter |
|[ ]  52.227-11 | Patent Rights ‑ Ownership by the Contractor |
|[ ]  52.227-11 | Patent Rights ‑ Ownership by the Contractor – Alternate I |
|[ ]  52.227-11 | Patent Rights ‑ Ownership by the Contractor – Alternate II |
|[ ]  52.227-11 | Patent Rights ‑ Ownership by the Contractor – Alternate III |
|[ ]  52.227-11 | Patent Rights ‑ Ownership by the Contractor – Alternate IV |
|[ ]  52.227-11 | Patent Rights ‑ Ownership by the Contractor – Alternate V |
|[ ]  52.227-13 | Patent Rights – Ownership by the Government |
|[ ]  52.227-13 | Patent Rights – Ownership by the Government – Alternate I |
|[ ]  52.227-13 | Patent Rights – Ownership by the Government – Alternate II |
|[ ]  52.227-14 | Rights in Data – General |
|[ ]  52.227-14 | Rights in Data – General – Alternate I |
|[ ]  52.227-14 | Rights in Data – General – Alternate II |
|[ ]  52.227-14 | Rights in Data – General – Alternate III |
|[ ]  52.227-14 | Rights in Data – General – Alternate IV |
|[ ]  52.227-14 | Rights in Data – General – Alternate V |
|[ ]  52.227-15 | Representation of Limited Rights Data and Restricted Computer Software |
|[ ]  52.227-16 | Additional Data Requirements |
|[ ]  52.227-17 | Rights in Data - Special Works |
|[ ]  52.227-18 | Rights in Data - Existing Work |
|[ ]  52.227-19 | Commercial Computer Software License |
|[ ]  52.227-21 | Technical Data Declaration, Revision and Withholding of Payment – Major Systems |
|[ ]  52.227-22 | Major System - Minimum Rights |
|[ ]  52.227-23 | Rights to Proposal Data (Technical) |
|[ ]  52.228-3 | Worker's Compensation Insurance (Defense Base Act) |
|[ ]  52.228-4 | Worker's Compensation and War-Hazard Insurance Overseas |
|[ ]  52.228-5 | Insurance ‑ Work on a Government Installation |
|[ ]  52.228-7 | Insurance - Liability to Third Persons |
|[ ]  52.229-2 | North Carolina State and Local Sales and Use Tax  |
|[ ]  52.229-2 | North Carolina State and Local Sales and Use Tax – Alternate I  |
|[ ]  52.229-6 | Taxes - Foreign Fixed-Price Contracts |
|[ ]  52.229-7 | Taxes - Fixed-Price Contracts with Foreign Governments |
|[ ]  52.229-8 | Taxes - Foreign Cost-Reimbursement Contracts |
|[ ]  52.229-9 | Taxes - Cost-Reimbursement Contracts with Foreign Governments |
|[ ]  52.229-10 | State of New Mexico Gross Receipts and Compensating Tax |
|[ ]  52.230-2 | Cost Accounting Standards (*except paragraph (b)*) |
|[ ]  52.230-3 | Disclosure and Consistency of Cost Accounting Practices (*except paragraph (b)*) |
|[ ]  52.230-4 | Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns (*except paragraph (b)*) |
|[ ]  52.230-5 | Cost Accounting Standards – Educational Institution (*except paragraph (b)*) |
|[ ]  52.230-6 | Administration of Cost Accounting Standards |
|[ ]  52.232-7 | Payments Under Time & Materials and Labor Hour Contracts |
|[ ]  52.232-16 | Progress Payments (*Notwithstanding paragraph 1 above, in paragraph 52.232-16(d), "Government" means the "U.S. Government" except in subdivision (d)(2)(iv)*) |
|[ ]  52.232-16 | Progress Payments – Alternate I (*Notwithstanding paragraph 1 above, in paragraph 52.232-16(d), "Government" means the "U.S. Government" except in subdivision (d)(2)(iv)*)  |
|[ ]  52.232-16 | Progress Payments – Alternate II (*Notwithstanding paragraph 1 above, in paragraph 52.232-16(d), "Government" means the "U.S. Government" except in subdivision (d)(2)(iv)*)  |
|[ ]  52.232-16 | Progress Payments – Alternate III (*Notwithstanding paragraph 1 above, in paragraph 52.232-16(d), "Government" means the "U.S. Government" except in subdivision (d)(2)(iv)*)  |
|[ ]  52.232-17 | Interest |
|[ ]  52.232-18 | Availability of Funds |
|[ ]  52.232-19 | Availability of Funds for the Next Fiscal Year |
|[ ]  52.232-20 | Limitation of Cost |
|[ ]  52.232-22 | Limitation of Funds |
|[ ]  52.232-23 | Assignment of Claims |
|[ ]  52.232-23 | Assignment of Claims – Alternate I |
|[ ]  52.232-32 | Performance-Based Payments |
|[x]  52.232-40 | Providing Accelerated Payments to Small Business Subcontractors |
|[x]  52.233-3 | Protest After Award  |
|[ ]  52.233-3 | Protest After Award – Alternate I |
|[ ]  52.234-1 | Industrial Resources Developed Under Defense Production Act Title III |
|[ ]  52.234-2 | Notice of Earned Value Management System – Pre-Award IBR |
|[ ]  52.234-3 | Notice of Earned Value Management System – Post Award IBR |
|[ ]  52.234-4 | Earned Value Management System |
|[ ]  52.236-2 | Differing Site Conditions |
|[ ]  52.236-5 | Material and Workmanship |
|[ ]  52.236-6 | Superintendence by the Contractor |
|[ ]  52.236-7 | Permits and Responsibilities |
|[ ]  52.236-8 | Other Contracts |
|[ ]  52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements |
|[ ]  52.236-10 | Operations and Storage Areas |
|[ ]  52.236-11 | Use and Possession Prior to Completion |
|[ ]  52.236-12 | Cleaning Up |
|[ ]  52.236-13 | Accident Prevention |
|[ ]  52.236-13 | Accident Prevention – Alternate I |
|[ ]  52.236-14 | Availability and Use of Utility Services |
|[ ]  52.236-21 | Specifications and Drawings for Construction |
|[ ]  52.236-21 | Specifications and Drawings for Construction – Alternate I |
|[ ]  52.236-21 | Specifications and Drawings for Construction – Alternate II |
|[ ]  52.236-23 | Responsibility of the Architect-Engineer Contractor |
|[ ]  52.236-25 | Requirements for Registration of Designers |
|[ ]  52.237-2 | Protection of Government Buildings, Equipment and Vegetation |
|[ ]  52.237-3 | Continuity of Services |
|[ ]  52.237-7 | Indemnification and Medical Liability Insurance |
|[ ]  52.237-9 | Waiver of Limitation on Severance Payments to Foreign Nationals |
|[ ]  52.237-10 | Identification of Uncompensated Overtime |
|[ ]  52.239-1 | Privacy or Security Safeguards |
|[ ]  52.242-1 | Notice of Intent to Disallow Costs |
|[ ]  52.242-3 | Penalties for Unallowable Costs |
|[ ]  52.242-4 | Certification of Final Indirect Costs |
|[ ]  52.242-13 | Bankruptcy |
|[ ]  52.242-14 | Suspension of Work  |
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