



Mission Support Alliance Provision

GENERAL PROVISIONS FOR COMMERCIAL ITEMS

Rev. 6 January 4, 2012

1.0 DEFINITIONS.....	2
2.0 ORDER OF PRECEDENCE.....	3
3.0 ADMINISTRATION	3
4.0 INDEPENDENT CONTRACTOR(s).....	3
5.0 WARRANTY	3
6.0 INDEMNITY	4
7.0 SAFETY	4
8.0 NUCLEAR SAFETY AND INDEMNITY	5
9.0 ASSIGNMENT	5
10.0 CHANGES.....	5
11.0 SUBCONTRACTING.....	6
12.0 SUSPENSION.....	6
13.0 BACKCHARGES.....	6
14.0 TERMINATION FOR CONVENIENCE.....	7
15.0 LAWS AND REGULATIONS	7
16.0 RESOLUTION OF DISPUTES.....	7
17.0 COUNTERFEIT FASTENERS AND COMPONENTS	8
18.0 TAXES.....	8
19.0 INVOICING AND PAYMENT.....	8
20.0 TITLE AND OFFSETS	9
21.0 CONFIDENTIAL AND CONTROLLED-USE INFORMATION	9
22.0 EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RIGHTS ACT	9
23.0 FAR AND DEAR CLAUSE FLOWDOWNS.....	9
FAR 52.242-15 STOP WORK (AUG 1989) ALTERNATE I (APR 1984).....	10
24.0 CLAUSES INCORPORATED BY REFERENCE	10



Mission Support Alliance Provision

This Subcontract embodies the entire agreement between the Subcontractor and the Buyer and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, or inducement or understanding not set forth herein.

1.0 DEFINITIONS

- A. Whenever used in this document, the following definitions shall be applicable unless the content indicates otherwise:
- (1) "Buyer" shall mean Mission Support Alliance, LLC ("MSA") and all of its authorized representatives (i.e. "Contract Specialists") acting in their professional capacities (under DOE Prime Contract No. DE-AC06-09RL14728) entering into this Subcontract with the Subcontractor.
 - (2) "Government" shall mean the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof, including the Contracting Officer.
 - (3) "Head of Agency" or "Secretary" shall mean the Secretary, the Under Secretary, and Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency.
 - (4) "Item(s)" shall mean commercial item(s) including minor modifications thereto which is customarily used for non-governmental purposes and have been or will be sold, leased, or licensed to the general public.
 - (5) "Service" shall mean a service of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices and not sold on an hourly rate basis unless it is based on an established catalog or market price for a specific end product service.
 - (6) "Subcontract" shall mean this Subcontract between Buyer and Subcontractor; also includes purchase order, task orders, releases and other agreements.
 - (7) "Subcontractor" shall mean any company, person, organization, lower-tier Subcontractor, seller, and/or supplier of any tier performing work (including supplying goods and/or services) under this Subcontract. "Subcontractor" also refers to any authorized representatives, successor, and permitted assigns of any company, person, and/or organization named under this Subcontract.
 - (8) "Supplies" shall mean equipment, components, parts and materials to be provided by Subcontractor and its lower-tier Subcontractors pursuant to this Subcontract.
 - (9) "Vendor data" shall mean any and all information, data and documentation to be provided by Subcontractor and any of its lower-tier Subcontractors under this Subcontract.



Mission Support Alliance Provision

- (10) "Work" shall mean supplies, services, and vendor data provided by Subcontractor and any of its lower-tier Subcontractors and all work performed with respect thereto pursuant to this Subcontract.

2.0 ORDER OF PRECEDENCE

Inconsistencies shall be resolved according to the following descending order of precedence: (1) item description, (2) the Subcontract document, (3) Special Provisions set forth in the body of the Subcontract and (4) these Commercial Provisions.

3.0 ADMINISTRATION

Subcontractor, by signing this Subcontract or starting performance, agrees to comply with the terms and conditions, specifications and other documents that this Subcontract incorporates by reference or attachment. The specifications, drawings and documents referred to herein is the entire agreement between the parties. Prior negotiations, proposals, and correspondence pertaining to this Subcontract, or the subject matter hereof, are superseded. Subcontractor terms and conditions set forth on standard forms shall not be part of this Subcontract unless incorporated by modification into this Subcontract.

Buyer failure to enforce any performance or to exercise any right or privilege of the Subcontract or as provided by law shall not relieve the Subcontractor from any requirements of this Subcontract. Subcontract provisions intended to survive Subcontract termination, completion or expiration shall continue as valid and enforceable obligations.

In the event any provision, or any part or portion of any provision of this Subcontract should be found to be invalid, void or otherwise unenforceable, such finding shall not affect the remaining part or portions of that provision, or any other provision.

4.0 INDEPENDENT CONTRACTOR(S)

By accepting this Subcontract, Subcontractor certifies that it is acting as an independent contractor with responsibility for and control over the details and means for performing the work, provided that Subcontractor is in compliance with the terms of this Subcontract. Anything in this Subcontract which may appear to give Buyer the right to direct Subcontractor as to the details of the performance of the work or to exercise a measure of control over the Subcontractor shall mean that the Subcontractor shall follow the desires of the Buyer only as to the intended results of the work. Nothing in this Subcontract shall be deemed to represent that Subcontractor or any of the Subcontractor's employees or agents, are the agents, representatives or employees of Buyer or the Government.

5.0 WARRANTY

Subcontractor warrants that all items and services conform to Subcontract specifications, drawings, and other descriptions and will be of merchantable quality, fit and sufficient for the purposes for which they are intended as evidenced in the Subcontract. Warranty shall begin upon Buyer's acceptance and extend for a period of (1) the manufacturer's warranty or six months, whichever is longer, if Subcontractor is not the manufacturer and has not modified the item or (2) one year or the manufacturer's warranty period, whichever is longer, if the



Mission Support Alliance Provision

Subcontractor is the manufacturer of the item or has modified it. If any nonconformity is discovered within that time, Subcontractor shall promptly repair or replace such items or re-perform services. Transportation of replacement items, return of nonconforming items and repeat performance of services shall be at Subcontractor's expense. If repair, replacement or re-performance of services is not timely, Buyer may elect to return the nonconforming items, repair, replace and/or re-procure the item or service at Subcontractor's expense. This warranty shall restart upon Buyer's acceptance of the repair, replacement or re-performance.

6.0 INDEMNITY

Subcontractor agrees to assume the risk of and to release, defend, indemnify and hold harmless the Buyer, Government, affiliated companies and their directors, officers, employees, agents and representatives, from and against all loss, damage, liability, cost and expense (including attorney's fees) arising out of any (1) failure to comply with any law, ordinance, regulation, rule or order, (2) injury (including death) to any person or (3) damage to any property in any way connected with the performance of this Subcontract in accordance with the State of Washington Comparative Fault Statute (RCW 4.22). Subcontractor agrees to indemnify, hold harmless and defend Buyer and the Government from and against all laborers', material man's, mechanics', or other liens arising from the performance of Subcontractor's obligations under this Subcontract and shall keep the premises of Buyer and the Government free from all such claims, liens, and encumbrances.

To the extent that the Subcontractor, Subcontractor's workers or lower-tier Subcontractors are covered by the Washington Industrial Insurance Act (RCW Title 51 including any amending, substitute or replacement statutes) or any other industrial insurance, worker's compensation or similar act (Acts), Subcontractor specifically waives any and all immunity provided by these Acts.

7.0 SAFETY

The Subcontractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Subcontractor shall comply with, and assist the Buyer in complying with Environmental, Safety, Health, and Quality (ESH&Q) requirements of all applicable laws, regulations and directives.

The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor shall ensure that management of ES&H functions and activities is an integral and visible part of the Subcontractor's work planning and execution processes. As a minimum, the Subcontractor shall:

1. Thoroughly review the defined scope of work;
2. Identify hazards and ES&H requirements;
3. Analyze hazards and implement controls;
4. Perform work within controls; and



Mission Support Alliance Provision

5. Provide feedback on adequacy of controls and continue to improve safety management.

The Subcontractor shall flow down ESH&Q requirements to the lowest tier Subcontractor(s) performing work on the Hanford site commensurate with the risk and complexity of the work.

Subcontractor shall ensure that all shipments made to the Hanford site in performance of this Subcontract are packaged and loaded for safe handling and unloading. Any person delivering to the Hanford site or to a Buyer-controlled facility should wear appropriate protective equipment and may be required by the Buyer to wear specific personal protective equipment (hand, eye, head or foot protection). Deliveries to the Hanford site or Buyer-controlled facility may be refused and/or unloading work stopped by any Buyer employee for unsafe conditions or practices.

8.0 NUCLEAR SAFETY AND INDEMNITY

The provisions of 48 CFR 952.250-70, Nuclear Hazards Indemnity Agreement, are incorporated by reference into these terms and conditions for the delivery of any product or service that has nuclear safety implications. Contractor shall flow down these provisions to all sub-tier ors and suppliers unless expressly waived in writing by Buyer.

Subcontractor will be indemnified by the U.S. Department of Energy (DOE) against (1) claims for public liability, and (2) legal costs arising from any nuclear incident under the provisions of 48 CFR 952.250-70. However, Subcontractor and its lower-tier Subcontractors and suppliers that are indemnified are subject to civil penalties under provisions of the Atomic Energy Act of 1954, as amended, for violations of DOE nuclear safety related rules, regulations, and orders. In addition, directors, officers, and employees of Subcontractor and its lower-tier Subcontractors and suppliers that are indemnified are subject to criminal penalties for knowing and willful violations.

9.0 ASSIGNMENT

Neither this Subcontract nor any portion hereof shall be assigned or delegated without Buyer's prior written consent. This shall include assignments of Subcontractor's accounts receivable. Buyer reserves the right to assign this Subcontract to DOE or its designee, and in case of such assignment and by notice to the Subcontractor, Buyer shall have no further Subcontract responsibility.

10.0 CHANGES

No substitutions shall be made in this Subcontract without the prior written consent of the Buyer. The Buyer reserves the right to make changes within the general scope of this Subcontract by unilateral modification. Such changes may include changes in (1) the description of the items or services required; (2) the quantities ordered; (3) the method of shipment or packaging, and (4) the time or place of delivery, inspection or acceptance. The Subcontractor shall promptly comply with any such change made by the Buyer. If any change affects the price of or the time required for performance, Subcontractor shall identify the impact as soon as practical and request an equitable adjustment within 10 days of the change notice. The equitable adjustment to the price and/or delivery requirements and other affected provisions of



Mission Support Alliance Provision

the Subcontract shall be made by a mutual agreement and modification to this Subcontract in a timely manner.

11.0 SUBCONTRACTING

Subcontractor shall not subcontract performance of any on-site work or a significant portion of off-site work under this Subcontract without first obtaining Buyer acceptance in writing of the Subcontracting and the Subcontractor.

Subcontractor warrants that its lower-tier Subcontractors have been fully informed of the terms of this Subcontract and that all applicable provisions and requirements of this Subcontract are flowed down and invoked in such Subcontracts.

12.0 SUSPENSION

If the Subcontractor fails to comply with any Subcontract terms or to make sufficient progress as to endanger performance, the Buyer may suspend or terminate this Subcontract for cause. In the event of termination for cause, the Buyer shall be liable only for any item and/or service accepted. The Buyer may complete Subcontract performance by any reasonable means and the Subcontractor shall be responsible for additional costs incurred by the Buyer.

The Buyer may suspend the Subcontractor's right to perform any part of or this entire Subcontract for an indefinite period. If any such suspension significantly delays the progress or causes the Subcontractor additional direct expenses in the performance of the Subcontract, not due to the fault or negligence of the Subcontractor, a Subcontract modification shall adjust compensation to the Subcontractor based on the additional direct Subcontractor expenses to perform and the time of performance shall be extended by the actual suspension duration. Subcontractor's claim for compensation must be supported by appropriate documentation within ten (10) calendar days from the date performance resumes.

The Subcontractor shall not be liable for delays in performance due to causes beyond the Subcontractor's reasonable control or for delays of the Subcontractor's suppliers at any tier if the delay is beyond the control of both the Subcontractor and its suppliers and without fault or negligence of either.

13.0 BACKCHARGES

Costs sustained by Buyer as a result of (1) Subcontractor's non-compliance with any law, ordinance, regulation, rule or order, or this Subcontract, including its Safety provisions; (2) delays to Subcontract performance attributable to unsatisfactory Subcontractor performance; or (3) damage to or loss of property (including the property of Buyer or the Government) resulting from any acts or omissions of Subcontractor or its lower-tier Subcontractors, shall be backcharged to the Subcontractor. Backcharges may include, but are not limited to, costs of labor, material, or equipment; taxes, levies, duties and assessments; and markups for indirect costs, overhead, supervision, and administration. Such backcharges shall offset payments due Subcontractor from pending invoices and if such backcharges exceed invoiced amounts, such backcharges will be invoiced by Buyer to Subcontractor, such backcharges payable within 30 days.



Mission Support Alliance Provision

The Subcontractor shall protect from damage at no additional cost to Buyer all existing equipment, materials (whether stored or installed), paving, structures, improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Subcontractor. The Subcontractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Subcontract or failure to exercise reasonable care in performing the work.

14.0 TERMINATION FOR CONVENIENCE

The Buyer may, at its sole discretion, terminate the Subcontract in total or any portion not completed by giving the Subcontractor written notice. Upon notice of termination, the Subcontractor shall, unless otherwise directed in writing, discontinue all performance on the date specified in the notice and take action to minimize costs to the Buyer. Payment for items and/or services already completed or in the process of completion shall be adjusted between the Buyer and the Subcontractor in a fair and reasonable manner, but such payment shall exclude any allowance for the uncompleted portion of the item and/or service, or any anticipated profits thereon. Subcontractor shall deliver all completed and partial items with all applicable warranties or dispose of items as directed by Buyer before final payment. Such payments shall not exceed the total value of the Subcontract prior to termination for convenience.

15.0 LAWS AND REGULATIONS

Subcontractor shall comply with all applicable federal, state and local laws and ordinances and all pertinent lawful orders, rules and regulations. Subcontractor shall act as an independent entity and not as an agent or employee of Buyer or the Government.

16.0 RESOLUTION OF DISPUTES

The Subcontractor and Buyer agree to make good-faith efforts to settle any dispute or claim that arises under this Subcontract through discussion and negotiation. If such efforts fail to achieve a mutually agreeable resolution, the parties agree to alternative disputes resolution (ADR) and to join in such arbitration proceeding as Buyer may determine appropriate. Parties shall submit to such jurisdiction and be bound by the judgment rendered according to the ADR rules. Subcontractor shall proceed diligently without interruption in the performance of this Subcontract pending final resolution of any dispute arising under this Subcontract between the parties hereto or between the Subcontractor and its lower-tier Subcontractors.

If ADR fails or is not used, the parties agree that the appropriate forum for resolution shall be a court of competent jurisdiction in the State of Washington.

No interest is payable to Subcontractor for any claim it may have, except that specifically imposed by a court of competent jurisdiction on any judgment (and then only from the date of the entry of judgment).



Mission Support Alliance Provision

17.0 COUNTERFEIT FASTENERS AND COMPONENTS

Buyer reserves the right to question and/or require Subcontractor to certify and/or furnish proof regarding the quality, authenticity, application or fitness for use of the items supplied by the Subcontractor under this Subcontract. Any items furnished as part of this Subcontract and which have been previously found by Buyer, the Department of Energy, or the Department of Commerce to be counterfeit or which are listed by the Department of Commerce to be suspect will be deemed, without more proof, to be subject to the above requirement of further proof or certification. Buyer also reserves the right to question the circumstances and make available a report of any such review to the Government. All costs associated with conducting inquiries into and reporting on fasteners and components determined to be counterfeit shall be recovered by Buyer from Subcontractor.

18.0 TAXES

The Subcontractor shall not assess and collect Washington State sales or use tax from the Buyer for materials with respect to this Subcontract. The Buyer, Mission Support Alliance (Washington State UBI Number 602-931-756), is in possession of a DIRECT PAY PERMIT (number 80) issued by Washington State Department of Revenue, effective August 1, 2009 through July 31, 2013, and shall pay a use tax attributable to materials used in performing work under this Subcontract. A copy is available from the Buyer upon request. All other Federal, state, county, municipal or other sales, use, excise or similar taxes must be included in the Subcontract amount. If the Subcontractor, as a result of this Subcontract becomes eligible for Washington State Business and Occupation Tax Credit for Research and Development spending, the Subcontractor shall take such tax credit and assign such tax credit to the Buyer. Note that labor charges for construction and demolition services, which are applied to real property owned by the U.S. Department of Energy, are exempt from sales and use tax.

19.0 INVOICING AND PAYMENT

Subcontractor shall prepare all invoices in a form satisfactory to and approved by Buyer. Except to the extent expressly stated elsewhere in this Subcontract, the Subcontract price shall be payable thirty (30) calendar days after receipt by Buyer of a proper invoice. All unit pricing, and payments made, shall be in U.S. dollars only, in the forms of cash, check or electronic transfer as may be agreed upon.

As a minimum, the invoice shall clearly identify the invoice number, Subcontract, release and/or item number(s) for which payment is being requested, and contain a corresponding description of each item billed, and amount being billed. Submittal of an invoice constitutes Subcontractor's certification that the materials, work and/or services have been delivered and are in accordance with all terms of the Subcontract.

At Buyer's request Subcontractor shall furnish evidence, satisfactory to Buyer, that all labor and materials furnished and equipment used during the period covered by any invoice has been paid for in full and that the work is not subject to liens or claims on account thereof. Buyer may withhold payment of invoices until Subcontractor furnishes such evidence.

In the event an invoice is submitted, in accordance with Subcontract terms, for work accomplished on a reimbursable or unit price/unit rate basis, it shall be accompanied by



Mission Support Alliance Provision

documentation supporting each element of measurement and/or cost. The final invoice shall be submitted for payment after completion and acceptance of work by Buyer and compliance by Subcontractor with all terms of this Subcontract. It shall be supported by a written acceptance of the work signed by Buyer, and a certification and release.

Any invoice submitted, which fails to comply with the terms of this Subcontract, including the requirements of form and documentation, may be returned to Subcontractor. Any costs associated with the resubmission of a proper invoice shall be to Subcontractor's account. Final payment shall not relieve Subcontractor of any obligation under Subcontract guarantees.

20.0 TITLE AND OFFSETS

Subcontractor warrants full and unrestricted title to the Government for all items purchased under this Subcontract and is free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances. Excess items received that are of a nominal value shall be kept by Buyer at no cost to the Buyer. All items received in excess of Subcontract requirements that are returned shall be returned at Subcontractor's expense.

Buyer is entitled to offset and/or deduct any amount owed to the Subcontractor under this Subcontract for any amounts owed the Buyer under this Subcontract or any other Subcontract with the Buyer.

21.0 CONFIDENTIAL AND CONTROLLED-USE INFORMATION

Confidential and Controlled-Use Information obtained by Subcontractor from Buyer or the Government in connection with this Subcontract shall be held in confidence by Subcontractor and shall not be disclosed to third parties or used by Subcontractor for any purpose other than for the performance of work or as authorized in writing by Buyer. All such documents furnished by Buyer or the Government to Subcontractor shall remain their property, and upon completion of the work Subcontractor shall, as requested by Buyer, either destroy or return such documentation including any copies thereof.

Subcontractor shall not make news releases, publicize or issue advertising pertaining to the work or this Subcontract without first obtaining the written approval of Buyer.

22.0 EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RIGHTS ACT

The Subcontractor shall comply with the requirements of 29 CFR Part 471 specifically as set forth as Appendix A to Subpart A. <http://edocket.access.gpo.gov/2010/pdf/2010-11639.pdf>

This requirement applies to any Subcontract in excess of \$10,000.00 and is to be flowed down to any tier lower Subcontractor as well in excess of \$10,000.00. The required informational posters are available at www.olms.dol.gov.

23.0 FAR AND DEAR CLAUSE FLOWDOWNS

For these specific provisions, Contractor means Subcontractor and Contracting Officer means the Buyer.



Mission Support Alliance Provision

FAR 52.242-15 STOP WORK (AUG 1989) ALTERNATE I (APR 1984)

- A. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the termination clause of this contract.
- B. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if--
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- C. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- D. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

24.0 CLAUSES INCORPORATED BY REFERENCE

- A. The following Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses are hereby incorporated by reference to this Subcontract. The obligations of the Buyer to the Government as provided in said clauses shall be deemed to be the obligations of the Subcontractor to Buyer. NOTE: If there is a conflict between the



Mission Support Alliance Provision

referenced clauses and the terms and conditions found elsewhere in this Subcontract, the below referenced clauses shall take precedence.

- B. Wherever necessary to make the context of the clauses set forth below applicable to this Subcontract, the term "disputes" shall mean "claims"; "Contractor" shall mean "Subcontractor"; "Government," and "Contracting Officer," and equivalent phrases shall mean "Buyer," except the terms "Government," and "Contracting Officer" do not change: (1) in the phrases "Government Property," "Government-Owned Equipment," (2) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, (3) when access to proprietary financial information or other proprietary data is required, (4) when title to property is to be transferred directly to the Government, and (5) as otherwise noted below.
- C. The text of the FAR/DEAR clauses may be obtained from the Buyer upon request or by linking to the regulations via the Buyer's INTERNET homepage at www.hanford.gov/pmm.

FAR/DEAR Reference	Title	Notes
FAR 52.203-3	Gratuities (APR 1984)	Applies over \$150,000.00
FAR 52.203-6	Restrictions of Subcontractor Sales to the Government (SEP 2006) – ALT I (OCT 1995)	Applies over \$150,000.00
FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions (OCT 2010)	Applies over \$150,000.00
FAR 52.204-4	Printed or Copied Double-Sided on Post-Consumer Fiber Content Paper (May 2011)	Applies over \$150,000.00
FAR 52.204-7	Central Contractor Registration (JUL 2006)	
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)	Applies when Subcontractor will have <i>routine</i> access to federal facilities and/or federal computer systems.
FAR 52.222-20	Walsh-Healey Public Contracts Act (OCT 2010)	
FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)	
FAR 52.222-26	Equal Opportunity (MAR 2007)	Applies over \$10,000.00
FAR 52.222-35	Equal Opportunity for Veterans (SEP 2010)	Applies over \$100,000.00
FAR 52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010)	Applies over \$15,000.00
FAR 52.222-37	Employment Reports Veterans (SEP 2010)	Applies over \$150,000.00



Mission Support Alliance Provision

FAR/DEAR Reference	Title	Notes
FAR 52.222-41	Service Contract Act of 1965, As Amended (NOV 2007)	Applies over \$2,500.00
FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (MAY 1989) <i>(see full text version in Section I)</i>	
FAR 52.222-50	Combating Trafficking in Persons (APR 2006)	
FAR 52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997) – Alternate I (JUL 1995)	
FAR 52.223-5	Pollution Prevention and Right-to-Know Information (AUG 2003)	
FAR 52.223-11	Ozone-Depleting Substances (MAY 2001) <i>(see full text version in Section I)</i>	
FAR 52.223-12	Refrigeration Equipment and Air Conditioners (MAY 1995)	
FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)	
FAR 52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)	
FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)	
FAR 52.232-17	Interest (OCT 2010)	Applies over \$150,000.00
FAR 52.232-33	Payment of Electronic Funds Transfer –Central Subcontractor Registration (OCT 2003)	
FAR 52.233-4	Applicable Law for Breach of Subcontract Claim (OCT 2004)	
FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)	
FAR 52.242-13	Bankruptcy (JUL 1995)	Applies over \$150,000.00
FAR 52.246-25	Limitation of Liability – Services (FEB 1997)	
FAR 52.247-1	Commercial Bill of Lading Notations (FEB 2006)	
FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)	
FAR 52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit (FEB 2006) <i>(see full text version in Section I)</i>	
FAR 52.249-14	Excusable Delays (APR 1984)	
FAR 52.252-6	Authorized Deviations in Clauses (APR 1984) <i>(see full text version in Section I)</i>	
DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)	
DEAR 952.204-2	Security (MAR 2011)	



Mission Support Alliance Provision

FAR/DEAR Reference	Title	Notes
DEAR 952.204-70	Classification/Declassification (SEP 1997)	
DEAR 952.208-7	Tagging of Leased Vehicles (APR 1984)	
DEAR 970.5232-3	Accounts, Records, and Inspection (Dec 2010)	