

## ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS



**Day & Zimmermann**

**SPECIAL U.S. GOVERNMENT PROVISIONS.** The provisions set forth hereunder shall apply in addition to those attached to the Purchase Order. Seller hereby agrees to flow down the applicable FAR clauses to its lower-tier subcontractors.

- a. Audits. Seller agrees that its books and records and its plans or any such part thereof as may be engaged in the performance of this AGREEMENT, shall at all reasonable times be subject to inspection and audit by any person designated by the head of any executive department of the U. S. Government or any representative of buyer.
- b. Quality Control. Except as otherwise provided in this AGREEMENT, Seller's system of Quality Control during the performance of this AGREEMENT shall be in accordance with the specifications as are required by Buyer's prime contract or higher tier AGREEMENT.
- c. Modification. Seller agrees it will negotiate AGREEMENT modification(s) in good faith to incorporate additions, deletions, and changes to the clauses set forth below if Buyer deems them necessary to comply with Buyer's Contract or modifications to Buyer's Contract. If any such modification to this Purchase Order causes an increase or decrease in the cost, or the time required for the performance, of any part of the work under this AGREEMENT, an equitable adjustment shall be made pursuant to the "Changes" clause of this Purchase Order. Seller shall proceed immediately to perform this AGREEMENT as changed.
- d. Government/Buyers Property. Seller shall maintain and administer a program for the maintenance, repair, protection, and preservation of Buyer and Government property in accordance with FAR 52.245-1, June 2007. Seller assumes risk of and shall be responsible for any loss or damage to Government property except for reasonable wear and tear and except to the extent that such property is incorporated in the Goods delivered under this AGREEMENT. The Buyer or Government makes no warranty, express or implied, with respect to the serviceability and or suitability of property of performance of this AGREEMENT. Any repairs, replacements or refurbishments shall be at the Seller's expense. Upon completion of this Order or at such earlier times as Buyer may request, Seller shall submit, in acceptable form, inventory schedules covering all items of Buyer and Government property pertaining to this AGREEMENT. In addition, upon the request of the Buyer, the Seller may be required to furnish a list of all Buyer and Government property required to support any follow-on requirement. This list shall be in an acceptable format and identify the category, quantity and acquisition cost. To the extent that such use will not interfere with Seller's performance of this or other AGREEMENTS from Buyers, this clause shall not limit the use by the Seller of property to which the Government has title in the production of end items on direct Government Order; however, nothing herein will be deemed to contravene the rights of the Government under FAR 52.245-1.
- e. FAR Clauses. The following clauses of the FAR are incorporated herein by reference, as applicable, and made part hereof with the same force and effect as if they were given in full text, including any notes following the clause citations, to this AGREEMENT. The clause in effect in the Buyer's Contract with its Customer on the date of this AGREEMENT, if necessary, to each such clause shall be made to be consistent with the intent of the changes set forth below. In the following FAR and DFARS clauses, unless otherwise noted, "Contractor" or "Offeror" shall mean "Seller", "Government" or "United States" shall mean "Buyer", "Contract" shall mean this AGREEMENT, and "Contracting Officer", "Administrative Contracting Officer" and "ACO" shall mean "Buyer's Representative", unless otherwise noted.

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## PART II: GOVERNMENT FLOWDOWN CLAUSES

### SECTION 1.0 – PREAMBLE

1.1 These Government Contract Flowdown Provisions are applicable to all Purchase Orders supporting a U.S. Government contract or subcontract, and these provisions are in addition to the General Terms and Conditions set forth in Part I above. The Federal Acquisition Regulation (FAR), Department of Defense FAR Supplement (DFARS), NASA FAR Supplement (NFS) or other agency FAR supplements identified herein are incorporated by reference with the same force and effect as if set forth in full text. Whenever necessary to make the context of the clauses applicable to this Order, the term “Contractor” shall mean SELLER, the term “Contract” shall mean this Purchase Order, the term “Subcontractor” shall mean a lower tier supplier to SELLER, and the terms “Government,” “Contracting Officer” and equivalent phrases shall mean BUYER, except the terms “Government” and “Contracting Officer” do not change: (a) in the phrases “Government Property,” “Government-Furnished Property,” and “Government-Owned Property,” (b) in the patent clauses incorporated herein, (c) when a right, act, authorization or obligation can be granted or performed only by the Government or the Contracting Officer or their duly authorized representative, (d) when title to property is to be transferred directly to the Government, (e) when access to proprietary financial information or other proprietary data is required except as specifically otherwise provided herein, and (f) where specifically modified herein. Any reference to a “Disputes” clause shall mean the “Disputes” clause of Part I above.

1.2 The SELLER agrees to flow-down all applicable FAR, DFARS, NFS, or other agency clauses to its lower-tier suppliers. The federal regulations cited herein are found in Title 48 of the Code of Federal Regulations, unless otherwise noted. The SELLER further agrees that all notifications and other communications required by these clauses shall be made to BUYER’s Authorized Representative, unless this Purchase Order specifically provides otherwise.

1.3 The effective version of each provision listed below shall be the latest version published on the date that this Purchase Order is issued. If the substance of any of the clauses listed below is different from the substance of the clause actually incorporated in the Prime Contract or higher tier subcontract referenced herein, including any clause modified by amendment to the Prime Contract or higher tier subcontract, the substance of the clause incorporated in said contract shall apply instead. If, during the performance of the Order, SELLER discovers any conflict, error, ambiguity or discrepancy within this Section or between this Section and any other part of the Order, SELLER shall promptly report it to BUYER’s Authorized Representative in writing, who shall issue appropriate clarifying guidance to SELLER. Although BUYER has made every effort to include every potentially applicable clause in this document, any clauses the inclusion of which in this Purchase Order is mandatory under a statute or regulation, shall be considered to be included by operation of law, even if it has been omitted from this Order.

1.4 SELLER agrees that upon the request of BUYER it will execute amendments to this Order to incorporate additional provisions herein or to change provisions hereof, as BUYER may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract (or higher tier subcontract), provisions of amendment to such Prime Contract and/or provisions of any launch or re-entry licenses issued by the Federal Aviation Administration (if applicable). If any such amendment to this Order causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Order, an equitable adjustment may be made pursuant to the “Changes” clause of Part I above.

1.5 Unless the Government Contracting Officer has provided his or her express consent, the Subcontractor shall not acquire any direct claim or direct course of action against the US Government.

1.6 The terms “Purchase Order,” “Order,” “BUYER,” “SELLER,” “Authorized Representative,” and “Work” shall have the same meanings as those set forth in Part I above.

1.7 Special Notes:

(1) Insert “and BUYER” after “Government” in this clause.

(2) Insert “or BUYER” after “Government” in this clause.

(3) Insert “and BUYER” after “Contracting Officer” throughout this clause.

(4) The following thresholds apply if so noted: a. in the case of a prime contract entered into after June 30, 2018, the price of the contract to the United States is expected to exceed \$2,000,000; and b. in the case of a prime contract entered into on or before June 30, 2018, the price of the contract to the United States is expected to exceed \$750,000.

### 2.1 DEPARTMENT OF LABOR REGULATIONS – Title 41 of the Code of Federal Regulations

The following Equal Opportunity Clauses are incorporated into this Purchase Order as indicated:

60-1.4(a) The Seller shall abide by the requirements of 41 CFR 60-1.4(a). This regulation applies to all Purchase Orders regardless of value of the Purchase Order, and Seller shall flow this clause to all lower tier suppliers. This regulation prohibits discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. This regulation requires that contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. 60-300.5(a) The Seller shall abide by the requirements of 41 CFR 60-300.5(a). This regulation applies for contracts, subcontracts or purchase orders of \$100,000 or more, and Seller shall flow this clause to its lower tier suppliers accordingly. 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.

60-741.5(a) The Seller shall abide by the requirements of 41 CFR 60-741.5(a). This regulation applies for contracts, subcontracts or purchase orders of \$10,000 or more, except that subpart C of Part 40-741 (regarding affirmative action plans) only applies to contracts, subcontracts or purchase orders of \$50,000 or more. Seller shall flow this clause to its lower tier suppliers accordingly. 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.

| Reference | Clause |
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### 2.2 FAR

2.2.1 The following FAR clauses are incorporated into this Purchase Order as indicated:

## ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

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| 52.203-3  | GRATUITIES   |
| 52.203-5  | COVENANT AGAINST CONTINGENT FEES   |
| 52.203-6  | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  |
| 52.203-7  | ANTI-KICKBACK PROCEDURES (Applies if this Order exceeds \$150,000).  |
| 52.203-8  | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (Applies if this Order exceeds \$150,000).  |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (Applies if this Order exceeds \$150,000).  |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Applies only if this Order exceeds \$150,000.)   |
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applicable if the Order's period of performance is more than 120 days and exceeds \$5,500,000. Note 1 applies. All disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy of the Contracting Officer.)   |
| 52.203-14 | DISPLAY OF HOTLINE POSTERS (Applies if this Order exceeds \$5,500,000).  |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (Applicable to Orders over the simplified acquisition threshold as defined in FAR 2.101).   |
| 52.204-2  | SECURITY REQUIREMENTS (Included if this Order requires access to classified information; subparagraph (c) is excluded.)  |
| 52.204-9  | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Applicable where subcontractor will have physical access to Federally-controlled facility and/or access to Federal-controlled information system.)   |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (Applicable only if the value of this Order is \$30,000 or more; only paragraphs (a), (c) and subparagraph (d)(3) apply. The first phrase   |
| 52.204-21 | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUNE 2016) (Applicable to any Seller that may have Federal contract information residing in or transiting through its information system, but  |
| 52.209-6  | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT ((Applies if this Order exceeds \$35,000. Paragraph (b) is deleted and replaced with  |
| 52.211-5  | MATERIAL REQUIREMENTS  |
| 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (Applicable only if Defense Priority and Allocation System (DPAS) Requirements are invoked on Order)  |
| 52.212-5  | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS  |
| 52.214-26 | AUDIT AND RECORDS- SEALED BIDDING (Applies if this Order exceeds \$700,000).   |
| 52.214-27 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA- MODIFICATIONS-SEALED BIDDING (Applies only to Sealed Bidding)  |
| 52.214-28 | SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS-SEALED BIDDING (Applies only to Sealed Bidding)   |
| 52.215-2  | AUDIT AND RECORDS – NEGOTIATION (Insert “and BUYER” after “Contracting Officer” and “Comptroller General Of the United States”.) (Applies if this Order exceeds \$150,000).  |
| 52.215-10 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA ((Applies if this Order meets the threshold in Note 4 above. Applies if cost or pricing data is required from the SELLER or any sub-tier Supplier. Note 3 applies except the first time “Contracting Officer” appears in paragraph (c)(1). Rights and obligations under this clause shall survive completion of work under the Order and final payment under this Order.)   |
| 52.215-11 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS ((Applies if this Order meets the threshold in Note 4 above and if cost or pricing data is required from the SELLER or any sub-tier Supplier for modifications. Note 2 applies except the first time “Contracting Officer” appears in paragraph (d)(1). Rights and obligations under this clause shall survive completion of the work under the Order and final payment under this Order. As required by applicable law or regulation, the SELLER shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed by FAR 15.406-2. In addition to any remedies provided by law, if BUYER is subjected to any liability as a result of the SELLER's failure to comply with this requirement, then the SELLER agrees to indemnify and hold BUYER harmless to the full extent of any loss, damage or expense (excluding BUYER's overhead and profit) resulting from such failure.) |
| 52.215-12 | SUBCONTRACTOR COST OR PRICING DATA (Applies if this Order meets the threshold in Note 4 above. Applicable if not otherwise exempt under FA15.403)  |
| 52.215-13 | SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (Applies if this Order meets the threshold in Note 4 above. Applicable for modifications if not otherwise exempt under FAR 15.403.)   |
| 52.215-14 | INTEGRITY OF UNIT PRICES (Excluding paragraph (b)) (Applies if this Order exceeds \$150,000).  |
| 52.215-20 | REQUIREMENTS FOR COST OR PRICING DATA AND DATA OTHER THAN COST OR PRICING DATA   |
| 52.215-21 | REQUIREMENTS FOR COST OR PRICING DATA AND DATA OTHER THAN COST OR PRICING DATA – MODIFICATIONS   |
| 52.215.22 | LIMITATION ON PASS-THROUGH CHARGES –IDENTIFICATION OF SUBCONTRACTOR EFFORT (Applies when 52.215-23 applies) (Note 1)   |
| 52.215-23 | LIMITATION ON PASS-THROUGH CHARGES (Applicable as specified in FAR 15.408 (n)(1).  |

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| 52.219-8  | UTILIZATION OF SMALL BUSINESS CONCERNS   |
| 52.219-9  | SMALL BUSINESS SUBCONTRACTING PLAN (Applicable if this Order is with a large business and offers further subcontracting opportunities and is expected to equal or exceed \$700,000 or \$1,500,000 for construction of any public facility; does not apply to small business concerns. The SELLER's subcontracting plan is incorporated herein by reference. )  |
| 52.222-1  | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES   |
| 52.222-3  | CONVICT LABOR  |
| 52.222-4  | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (Applies only if this Order may require or involve the employment of laborers and mechanics and if this Order exceeds \$150,000.)   |
| 52.222-17 | NONDISPLACEMENT OF QUALIFIED WORKERS   |
| 52.222-19 | CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (Note 2 applies to paragraph (c).)   |
| 52.222-20 | CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 (Applies if this Order exceeds \$15,000).  |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES   |
| 52.222-26 | EQUAL OPPORTUNITY (Paragraph (d) is deleted.)  |
| 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS (Applies if this Order exceeds \$150,000).  |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Applies if this Order exceeds \$15,000.)   |
| 52.222-37 | EMPLOYMENT REPORTS ON VETERANS (Applicable only if FAR 52.222-35 applies and if this Order exceeds \$150,000.)   |
| 52.222-40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applies if this Order exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, and orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of Jan. 30, 2009.)  |
| 52.222-41 | SERVICE CONTRACT ACT OF 1965, AS AMENDED (Applicable if this Order is subject to the Service Contract Act; Does not apply if this Order has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.)  |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS (In paragraph (e), Note 1 applies.)   |
| 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION (Applicable to services and construction orders that: (1) exceed \$3,500; and (2) include work performed in the United States. Does not apply to orders for commercial services that are (a) part of the purchase of a Commercially Available Off the Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications) (b) performed by the COTS provider, and (c) are normally provided for that COTS item.) |
| 52.222-59 | COMPLIANCE WITH LABOR LAWS (Applicable if the court-ordered injunction of October 24, 2016 is lifted, and the value of the order exceeds \$500,000; this clause does not apply to commercially available off-the-shelf items.)   |
| 52.222-60 | PAYCHECK TRANSPARENCY (Applicable if the value of the order exceeds \$500,000, but does not apply to commercially available off-the-shelf items.)  |
| 52.223-3  | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (Applicable if this Order involves hazardous material. Note 1 applies, except for paragraph (f) where Note 2 applies.)  |
| 52.223-7  | NOTICE OF RADIOACTIVE MATERIALS (Applies only if this Order is for radioactive material meeting the criteria outlined in this clause. In the blank ins "30".)  |
| 52.223-11 | OZONE DEPLETING SUBSTANCES (Applicable if this Order includes supplies manufactured with or contains ozone-depleting substances.)  |
| 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (Applicable if this Order exceeds \$3,500.)  |
| 52.224-3  | PRIVACY TRAINING   |
| 52.225-1  | BUY AMERICAN ACT – SUPPLIES (Applies if this Order contains other than domestic components.)   |
| 52.225-5  | TRADE AGREEMENTS (Applies if this Order contains other than U.S. made or designated country end products as specified in the clause.)  |
| 52.225-8  | DUTY-FREE ENTRY  |
| 52.225-9  | BUY AMERICAN ACT-CONSTRUCTION MATERIALS (Applicable only to construction contracts performed in the U.S.)  |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  |
| 52.227-1  | AUTHORIZATION AND CONSENT (Applies if the Prime Contract contains this clause and this Order exceeds \$150,000; ALTERNATE 1 applies as indicated in the clause.)   |
| 52.227-2  | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (Note 2 applies. (Applies if this Order exceeds \$150,000).)   |
| 52.227-3  | PATENT INDEMNITY (Applicable if included in the Prime Contract.)   |
| 52.227-6  | ROYALTY INFORMATION (Applicable when FAR 52.215-12 applies and royalty costs exceed \$250.)  |
| 52.227-9  | REFUND OF ROYALTIES (Applicable when royalty costs exceed \$250.)  |
| 52.227-10 | FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER (Applies only if this Contract covers or is likely to cover classified subject matter.)  |

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| 52.227-11 | PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (Applies if this Order is for experimental, developmental, or research work and (1) the SELLER is a small business or (2) this Order is with a non-profit organization.)   |
| 52.227-13 | PATENT RIGHTS – ACQUISITION BY THE GOVERNMENT (Applicable in lieu of other Patent Rights provisions of this Order if included in the Prime Contract.)  |
| 52.227-14 | RIGHTS IN DATA – GENERAL, including Alternate I, II, III, IV in accordance with the Prime Contract Note 1 applies.)  |
| 52.227-16 | ADDITIONAL DATA REQUIREMENTS   |
| 52.227-19 | COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS (Applicable to Orders involving the acquisition of existing computer software.)   |
| 52.228-3  | WORKER'S COMPENSATION INSURANCE "DEFENSE BASE ACT" (Applicable if specified in the Prime Contract and if the Defense Base Act (42 USC 1651 et. seq.) applies to this PO.)  |
| 52.228-5  | INSURANCE – WORK ON A GOVERNMENT INSTALLATION (Applicable if Order involves work on government installation; Note 2 applies to paragraph (b).)   |
| 52.229-10 | STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (Applicable if criteria in FAR 29.401-4 are met.)  |
| 52.230-2  | COST ACCOUNTING STANDARDS (Applies if this Order meets the threshold in Note 4 above.)   |
| 52.230-3  | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (Applies if this Order meets the threshold in Note 4 above.)   |
| 52.230-4  | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES—FOREIGN CONCERNS (Applies if this Order meets the threshold in Note 4 above.)  |
| 52.230-5  | COST ACCOUNTING STANDARDS—EDUCATIONAL INSTITUTIONS (Applies if this Order meets the threshold in Note 4 above.)  |
| 52.230-6  | ADMINISTRATION OF COST ACCOUNTING STANDARDS (Applies if this Order meets the threshold in Note 4 above and if 52.230-2, 52.203-3, 52.230-4, and/or 52.230-5 are included in the Order).  |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Applies if SELLER is a small business concern. Note 1 applies. This clause does not apply if BUYER does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)  |
| 52.234-1  | INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III  |
| 52.234-4  | EARNED VALUE MANAGEMENT SYSTEM (Applicable if specified in the Prime Contract.)  |
| 52.237-3  | CONTINUITY OF SERVICES   |
| 52.242-13 | BANKRUPTCY   |
| 52.242-15 | STOP-WORK ORDER  |
| 52.243-1  | CHANGES – FIXED PRICE (In paragraph (a) the following potential changes to general scope shall be added: (4) the Statement of Work, (5) increases or decreases in the Scope, (6) place of inspection, acceptance or point of delivery, (7) delivery schedule and (8) contract clauses required by our Customer. In paragraph (c) thirty (30) days is changed to twenty (20) days from the date of receipt of the written order.  |
| 52.243-6  | CHANGE ORDER ACCOUNTING (Applicable if the Prime Contract requires Change Order accounting.)   |
| 52.244-6  | SUBCONTRACTS FOR COMMERCIAL ITEMS  |
| 52.245-1  | GOVERNMENT PROPERTY (Including Alternate 1) (Applicable where government property is involved in Seller's performance under this Order. "Contracting Officer" means "BUYER" except in the definition of Property Administrator and in paragraph h(1)(iii) and where it is unchanged as per the following sentence, and in paragraphs (c) and (h)(4) where it includes BUYER. "Government" is unchanged except in paragraph (d)(1) where it means BUYER and except in paragraphs (d)(2) and (g) where the term includes the Government and BUYER. For Orders under DOD Prime Contracts, Class Deviation 2007-O0012 applies. In addition, the following is added as paragraph (n): "Seller shall provide to Buyer immediate notice if the Government or other contractor (i) revokes its assumption of loss under any contracts with the Seller, or (ii) has determined that Seller's property management practices are inadequate, and/or present and undue risk, or that Seller has failed to take corrective action when required. In the event that Seller's property system is determined to be inadequate, or the Government determines more than five separate categories of the system to be inadequate, Seller shall notify Buyer immediately and provide a copy of the findings and the proposed Corrective Action Plan. Seller shall provide property system information to Buyer at Buyer's request." This clause applies only to Government property and does not apply to Buyer Property addressed in TC-01– General Provisions. ) Further, only the Government has the authority to relieve Seller from any potential or actual liability for property furnished by the Government. |
| 52.245-2  | GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (Applicable if specified in the Prime Contract.) (Unless specifically stated elsewhere in the PO, all Government-furnished and Buyer- furnished Property shall be "AS IS.")  |
| 52.245-9  | USE AND CHARGES  |
| 52.246-2  | INSPECTION OF SUPPLIES – FIXED PRICE (Note 1 applies, except in paragraph (b) the second time "Government" appears and in paragraphs (f), (h), (j) and (l)).   |
| 52.246-4  | INSPECTION OF SERVICES – FIXED PRICE (Applicable only to Contracts for the furnishing of Services. Note 1 applies, except in paragraphs (e) and (f).)  |
| 52.246-7  | INSPECTION OF RESEARCH AND DEVELOPMENT – FIXED PRICE (Applies to fixed price Orders involving research and development. Note 1 applies, except in paragraphs (d) through (f).)   |

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| 52.246-16 | RESPONSIBILITY FOR SUPPLIES   |
| 52.247-5  | FAMILIARIZATION WITH CONDITIONS (Applicable to Orders for transportation or for transportation related services.)   |
| 52.247-63 | PREFERENCE FOR U.S. – FLAG AIR CARRIERS (Applicable if this Order involves international air transportation.)   |
| 52.247-64 | PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS   |
| 52.248-1  | VALUE ENGINEERING (Note 1 applies in paragraphs (c)(5) and (m) and Note 2 applies where “Government” precedes “cost” throughout. (Applies if this Order exceeds \$150,000).)  |
| 52.249-2  | TERMINATION FOR CONVENIENCE-FIXED-PRICE (Revised as follows: Note 2 applies to the first time “Government” appears in paragraphs (b)(4) and (b)(6), it applies to all of paragraph (b)(8), and it applies to the second time “Government” appears in paragraph (d). In paragraph (n), Note 1 applies. Paragraph (c): Change “120 days” to “60 days.” Paragraph (d): “15 days” is changed to “30 days,” and “45 days” is changed to “60 days.” Paragraph (e): The time for submission of the final termination settlement proposal is changed from “1 year” to “6 months” from the effective date of termination. Paragraph (l): The time for submission of a proposal for an equitable adjustment after a partial termination is changed from “90 days” to “45 days” from the effective date of the termination. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.) In the event of any conflict between this clause and Termination for Convenience in TC-01– General Provisions, this clause shall take precedence. |
| 52.249-8  | DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (Note 2 will apply to the second and third time that “government” appears in paragraph (e). Timely performance is a material element of this Order; Paragraph (a): Change the cure period from “10 days” to “7 days”.) (In the event of any conflict between this clause and the Termination for Default in TC-01 – General Provisions, this clause shall take precedence.)  |
| 52.251-1  | GOVERNMENT SUPPLY SOURCES (Applicable to Orders that may authorize the SELLER to acquire Supplies or Services from a Government supply source.)   |

**2.2.2 The following additional FAR clauses apply to Orders Funded Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L.111-5) (“Recovery Act”) as indicated:**

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| 52.203-15 | WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (SEC. 1553, PUB.L.111-5) (“RECOVERY ACT”) (Applicable to all Orders funded under Recovery Act.)   |
| 52.204-11 | AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS (Only the following requirements of this clause apply: SELLER shall provide to BUYER not later than the 5th day following the end of each calendar quarter the information required by subparagraphs (d)(10)(i), (ix), (x), and (xi) of this clause. This information will be made available to the public as required by section 1512 of the Recovery Act.) |
| 52.225-21 | REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS – BUY AMERICAN ACT – CONSTRUCTION MATERIALS (Applicable to Recovery Act funded Orders involving construction.)  |

**2.3 DFARS**

**If this Order relates to a Department of Defense contract, the following DFARS clauses are incorporated as indicated:**

|              |   |
|--------------|---|
| 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (Applies if this Order exceeds \$150,000. The terms “contract,” “contractor,” and “subcontract” shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g).)                              |
| 252.203-7002 | REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS   |
| 252.203-7003 | AGENCY OFFICE OF THE INSPECTOR GENERAL (Applies to Orders that exceed \$5,500,000 and if FAR 52.203-13 applies to the Prime Contract and this Order.)   |
| 252.203-7004 | DISPLAY OF FRAUD HOTLINE POSTERS (Applies to Orders that exceed \$5,500,000, and is in lieu of 52.203-14.)  |
| 252.204-7000 | DISCLOSURE OF INFORMATION   |
| 252.204-7008 | COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (The explanation requirement in paragraph (c)(2) requires notification prior to award of this PO if possible, and in no event later than 14 days after award of this PO.) (Not applicable to COTS items)                      |
| 252.204-7009 | LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (applies only to orders for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting.)                 |
| 252.204-7010 | REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF THE CONTRACTOR’S ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE US INTERNATIONAL ATOMIC ENERGY AGENCY ADDITIONAL PROTOCOL (Applies if this PO is subject to the provisions of the International Atomic Energy Agency Additional Protocol US-IAEAAP.) |

## ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

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| 252.204-7012 | SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (Applicable if performance of this Order will result in Seller's receipt of "covered defense information" as defined in paragraph (a), or Seller will provide operationally critical support to a U.S. Government customer.) (Reports required under paragraph (c) shall be made in compliance with paragraph (m)(2) of this Clause; Seller shall provide Buyer with a copy of notifications submitted pursuant to paragraph (b)(2)(ii)(B).) |
| 252.204-7015 | NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)   |
| 252.208-7000 | INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT FURNISHED MATERIAL   |
| 252.209-7001 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (Applies if this Order exceeds \$150,000.)   |
| 252.209-7004 | SUBCONTRACTING WITH FIRMS OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (Applies only to orders that are in excess of \$35,000).   |
| 252.211-7000 | ACQUISITION STREAMLINING (Applies if this Order exceeds \$1,500,000).  |
| 252.211-7003 | ITEM IDENTIFICATION AND VALUATION under paragraph (c)(1) of the clause.  |
| 252.211-7007 | REPORTING OF GOVERNMENT-FURNISHED PROPERTY (Applicable if this Order requires Government property in SELLER's possession to contain unique item identification.)   |
| 252.215-7000 | PRICING ADJUSTMENTS (Applicable if FAR 52.215-12 or 52.215-13 applies to this Order.)  |
| 252.215-7002 | COST ESTIMATING SYSTEM REQUIREMENTS (Applies if cost or pricing data is required.)   |
| 252.222-7000 | RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (Applicable if included in Prime Contract.)  |
| 252.222-7006 | RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (Applies if this Order exceeds \$1,000,000).   |
| 252.223-7001 | HAZARD WARNING LABELS (Applicable if this Order requires the delivery of hazardous materials.)   |
| 252.223-7002 | SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (Applicable only if the articles furnished under this Order contain ammunition or explosives, including liquid and solid propellants. Note 1 applies, with the exception that Note 2 applies to paragraph (g)(1)(i) and (g)(3). In paragraph (g)(1)(ii) delete "prime" and "substituting its name for references to the Government".)   |
| 252.223-7003 | CHANGE IN PLACE OF PERFORMANCE -- AMMUNITION AND EXPLOSIVES (Applicable if DFARS 252.223-7002 applies to this Order.   |
| 252.223-7004 | DRUG-FREE WORKPLACE  |
| 252.223-7006 | PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS   |
| 252.223-7007 | SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION AND EXPLOSIVES (Applicable if this Order is for the development, production, manufacture, or purchase of arms, ammunition and explosives or when arms, ammunition and explosives will be provided to SELLER as Government Furnished Property.)  |
| 252.223-7008 | PROHIBITION OF HEXAVALENT CHROMIUM (Applies only to orders that require, may require, or permit a subcontractor access to a DoD installation, at any subcontract tier.)  |
| 252.225-7001 | BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (Substituted in lieu of FAR 52.225-1. Applicable if this Order includes other than domestic components.) 252.225-7000 BUY AMERICAN STATUTE-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (This clause is substituted in lieu of FAR 52.225-2. Applicable if the Order includes other than domestic components.)   |
| 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS   |
| 252.225-7004 | REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA – SUBMISSION AFTER AWARD (Applicable to Orders that exceed \$700,000 and could be performed in the United States or Canada.)   |
| 252.225-7007 | PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (Applicable if SELLER is supplying items on the U.S. Munitions list.)   |
| 252.225-7008 | RESTRICTIONS ON ACQUISITION OF SPECIALTY METALS  |
| 252.225-7009 | RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Paragraphs (d) and (e)(1) are deleted.) (Applies if delivered items contain specialty metals, as that term is defined in in the clause).   |
| 252.225-7010 | COMMERCIAL DERIVATIVE MILITARY ARTICLE – SPECIALTY METALS COMPLIANCE CERTIFICATE (Applies if this Order exceeds \$150,000. SELLER must complete and return the certificate to the Buyer's Procurement Agent.)  |
| 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (Applies only to orders that exceed the simplified acquisition threshold as defined in FAR, part 2.)   |
| 252.225-7013 | DUTY-FREE ENTRY (Applies in lieu of FAR 52.225-8. The prime contract number and identity of the Contracting Officer are contained elsewhere in this Order. If this information is not available, contact the BUYER Authorized Representative.)   |
| 252.225-7015 | RESTRICTION ON THE ACQUISITION OF HAND OR MEASURING TOOLS  |
| 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Applies if delivered items contain ball or roller bearings)  |
| 252.225-7019 | RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN   |
| 252.225-7021 | TRADE AGREEMENTS (Applicable if items delivered under the Order contain other than U.S.-made, qualifying country or designated country end products. Applicable in lieu of FAR 52.225-5.)  |
| 252.225-7025 | RESTRICTION ON ACQUISITION OF FORGINGS   |

## ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

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| 252.225-7028 | EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS   |
| 252.225-7033 | WAIVER OF UNITED KINGDOM LEVIES (Applies if Order exceeds \$1,000,000 with a United Kingdom firm.)   |
| 252.225-7043 | ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (Applicable where SELLER will be performing or traveling outside the U.S. under this Order. For paragraph (c), see applicable information cited in DFARS 225.7401.)   |
| 252.225-7048 | EXPORT-CONTROLLED ITEMS  |
| 252.226-7001 | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (Applicable if this contract exceeds \$500,000. In subparagraph (f)(1), "Contractor" shall mean "BUYER." BUYER has no liability to SELLER for incentive payments unless and until the Government provides said incentive payment to BUYER.) |
| 252.227-7013 | RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS (Applicable in lieu of FAR 52.227-14. Note 1 applies.)  |
| 252.227-7014 | RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (Applicable in lieu of FAR 52.227-14.)   |
| 252.227-7015 | TECHNICAL DATA – COMMERCIAL ITEMS  |
| 252.227-7016 | RIGHTS IN BID OR PROPOSAL INFORMATION  |
| 252.227-7017 | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS   |
| 252.227-7018 | RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE – SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM   |
| 252.227-7019 | VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE (Applies only to orders in which computer software will be furnished to the Government).   |
| 252.227-7025 | LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (For paragraph (c)(1), Note 1 applies.)   |
| 252.227-7026 | DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE   |
| 252.227-7027 | DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE   |
| 252.227-7028 | TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (The definitions for "contract" and "subcontract" shall not apply herein, except for the first reference to contract. Note 2 applies.)  |
| 252.227-7030 | TECHNICAL DATA – WITHHOLDING OF PAYMENT (Note 2 applies to paragraph (b).)   |
| 252.227-7033 | RIGHTS IN SHOP DRAWINGS (Applies if this Order or a higher tier contract is for construction services.)  |
| 252.227-7037 | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (Applies if PO requires delivery of technical data)   |
| 252.227-7038 | PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (Applicable if (1) SELLER is not a small business or nonprofit organization subject to FAR 52.227-11 and (2) the Order is for experimental, developmental or research work.)  |
| 252.227-7039 | PATENTS – REPORTING OF SUBJECT INVENTIONS (Applicable if FAR 52.227-11 applies to this Order.)   |
| 252.228-7001 | GROUND AND FLIGHT RISK (Applies if this Order or any higher tier contract is for aircraft related services.)   |
| 252.228-7005 | ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (In paragraph (b), Note 1 applies.)   |
| 252.229-7004 | STATUS OF CONTRACTOR AS A DIRECT CONTRACTOR (SPAIN) (Applies if this Order or any higher tier contract involves the importation of supplies into Spain for Spanish-American installations or facilities.)  |
| 252.229-7011 | REPORTING OF FOREIGN TAXES – US ASSISTANCE PROGRAMS (Applies if this Buyer's contract is funded with US assistance from annual foreign operations appropriations.)   |
| 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES   |
| 252.234-7002 | EARNED VALUE MANAGEMENT SYSTEM (Applicable if included in the Prime Contract; exclude paragraph (c) if the value of the PO is less than \$50M.)  |
| 252.235-7003 | FREQUENCY AUTHORIZATION (Applicable if this Order requires developing, producing, constructing, testing or operating a device requiring a frequency authorization.)  |
| 252.236-7000 | MODIFICATION PROPOSALS – PRICE BREAKDOWN   |
| 252.236-7013 | REQUIREMENT FOR COMPETITION OPPORTUNITY FOR AMERICAN STEEL PRODUCERS, FABRICATORS, AND MANUFACTURERS (Applies if this PO involves the purchase of steel as a construction material.)   |
| 252.237-7023 | CONTINUITY OF ESSENTIAL CONTRACTOR SERVICES (Applicable if included in Prime Contract. Note 1 applies to paragraph (c). Paragraph (f) is not applicable.)  |
| 252.239-7016 | TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES AND SERVICES (Applicable to Orders which require securing telecommunications.)  |
| 252.239-7018 | SUPPLY CHAIN RISK (Applicable if this Order involves the acquisition of any information technology, whether acquired as a service or as a supply, that is, is part of, or is in support of a covered system, as that term is defined in DFARS 239.7301.)   |
| 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS  |
| 252.243-7002 | REQUEST FOR EQUITABLE ADJUSTMENT   |
| 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMS  |



## ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

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| 252.246-7001 | WARRANTY OF DATA (and ALTERNATE II)   |
| 252.246-7003 | NOTIFICATION OF POTENTIAL SAFETY ISSUES (Applicable if this Order is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.) |
| 252.246-7007 | CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (The introductory text is excluded, and this clause applies to Seller regardless of whether Seller is subject to Cost Accounting Standards.)  |
| 252.246-7008 | SOURCES OF ELECTRONIC PARTS (Applies only to orders for electronic parts or assemblies containing electronic parts, unless the Seller (or in the case of sub-tier flow down, Seller's subcontractor) is the original manufacturer.)   |
| 252.247-7003 | PASS THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER (Applies if this Order involves use of motor carriers, brokers, or freight forwarders.)  |
| 252.247-7022 | REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA   |
| 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA (Applies in full for orders that exceed the simplified acquisition threshold as defined in FAR part 2. For orders below the simplified acquisition threshold, only paragraphs (a) through (e) apply.)   |
| 252.247-7024 | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (Applicable if this Order meets the criteria set forth in paragraph (b)(2)(ii) of the clause.)  |
| 252.249-7002 | NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Delete paragraph (d)(1).)  |

### **2.4 NFS**

**If this Order relates to a NASA contract, the following NFS clauses are incorporated as indicated, unless exemptions or exceptions apply:**

|             |   |
|-------------|---|
| 1852.204-75 | SECURITY CLASSIFICATION REQUIREMENTS (Applies if work to be performed requires security clearances.)  |
| 1852.204-76 | SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (Applies to orders that involve processing, managing, access, or storage of NASA Electronic Information in support of the mission of the NASA.)   |
| 1852.208-81 | RESTRICTIONS ON PRINTING AND DUPLICATING (Applies only if printing or duplicating exceeds the limits defined in paragraph (c) of the clause.)   |
| 1852.211-70 | PACKAGING, HANDLING AND TRANSPORTATION (Applies to Orders that include deliverable items, including software)   |
| 1852.219-73 | SMALL BUSINESS SUBCONTRACTING PLAN  |
| 1852.219-75 | INDIVIDUAL SUBCONTRACT REPORTS (Applicable if FAR 52.219-9 applies to this Contract.)   |
| 1852.223-70 | SAFETY AND HEALTH MEASURES AND MISHAP REPORTING (Applies to orders that are above the simplified acquisition threshold as defined in FAR part 2 and when the work will be conducted completely or partly on federally-controlled facilities.)   |
| 1852.223-71 | FREQUENCY AUTHORIZATION (Applicable if this Order requires the development, production, test or operation of a device for which a radio frequency authorization is required.)   |
| 1852.223-72 | SAFETY AND HEALTH (SHORT FORM) (Applies to orders that are above the simplified acquisition threshold as defined in FAR part 2. Applicable if NFS 1852.223-73 does not apply.)  |
| 1852.223-73 | SAFETY AND HEALTH PLAN (Applies to orders that are above the simplified acquisition threshold as defined in FAR part 2 and when the work will be conducted completely or partly on federally-controlled facilities.)  |
| 1852.223-74 | DRUG AND ALCOHOL FREE WORKFORCE (Applicable if work under this Order is performed by an employee in a sensitive position as defined in the clause.)   |
| 1852.223-75 | MAJOR BREACH OF SAFETY OR SECURITY (Applies if this Order is above \$500,000, unless waived by contracting officer.)  |
| 1852.227-11 | PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (SHORT FORM) (Applicable if this Order includes, at any tier, experimental, developmental or research work and SELLER is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Order. If no agency is identified, contact the BUYER Subcontract Administrator identified in this Order.) |
| 1852.227-14 | RIGHTS IN DATA-GENERAL (Modifies FAR 52.227-14.)  |
| 1852.227-19 | COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS (Modifies FAR 52.227-19.)  |
| 1852.227-70 | NEW TECHNOLOGY (Applies if Order is for experimental, developmental, research, design or engineering work and the SELLER is other than a small business or non-profit organization.)  |
| 1852.227-71 | REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (Applicable whenever NASA FARs 1852.227-70 applies to this Order. SELLER's petitions to the Contracting Officer shall be made through BUYER.)   |
| 1852.227-72 | DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (Applicable if this Order contains either of the clauses at FAR 52.227-11 or NFS 1852.227-70. SELLER shall contact BUYER'S authorized representative for the identification of the cognizant representatives.)   |
| 1852.227-86 | COMMERCIAL COMPUTER SOFTWARE-LICENSING (Applicable for the purchase of existing computer software in accordance with FAR 27.405(b)(2). Replaces FAR 52.227-19. Note 3 applies.)   |
| 1852.228-76 | CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES (Applicable if the work under this Order is performed in support of "Protected Space Operations" (applicable to the Space Station) as that term is defined in the clause. Seller shall flow this clause to its Subcontractors.)  |

# ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

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| 1852.228-78 | CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION (Seller shall flow this clause to its Subcontractors.)  |
| 1852.231-71 | DETERMINATION OF COMPENSATION REASONABLENESS (Applicable if Order is a cost reimbursement or non-competitive fixed-price type contract and has a total potential value in excess of \$750,000.)  |
| 1852.237-71 | PENSION PORTABILITY (Applies if this Order is for services and meets the conditions of paragraph (b) of the clause.)   |
| 1852.237-72 | ACCESS TO SENSITIVE INFORMATION (Applies if this Order requires access to sensitive information.)  |
| 1852.237-73 | RELEASE OF SENSITIVE INFORMATION (Applies if this Order required the Supplier to disclose sensitive information)   |
| 1852.242-71 | TRAVEL OUTSIDE OF THE UNITED STATES (Applicable if this Order requires travel to locations outside of the United States that will be charged directly to the Order. Substitute "45 days" for "30 days" in the clause.)   |
| 1852.242-72 | DENIED ACCESS TO NASA FACILITIES (Applicable if the work under this Order will be performed at a NASA installation.)   |
| 1852.244-70 | GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (Applies if applicable to Prime Contract and Order is for \$100,000 or more.)  |
| 1852.245-72 | LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR OTHER SERVICES (Note 1 applies only to the first two times "Government" appears in paragraph (e).)   |
| 1852.245-73 | FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (Applicable if the SELLER will possess NASA property during the performance of the Order. Delete paragraph (b). Reports required by paragraph (c) shall be submitted to BUYER no later than October 10. Note 2 applies to paragraph (c).) |
| 1852.245-74 | IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (Applies if Order is for the delivery of supplies.)   |
| 1852.246-70 | MISSION CRITICAL SPACE SYSTEMS PERSONNEL RELIABILITY PROGRAM (Applicable where SELLER employees will hold positions designated as critical in accordance with 14 CFR 1214.5.)  |
| 1852.246-73 | HUMAN SPACE FLIGHT ITEM (Applicable if this Order is for human space flight hardware or flight related equipment.)   |
| 1852.247-71 | PROTECTION OF THE FLORIDA MANATEE (Applicable for work in Florida's critical habitats.)  |

## **SECTION 3.0: OTHER APPLICABLE TERMS**

### **3.1 Notification of Employee Rights Supplement**

29 CFR Part 471, Appendix A, Subpart A – "Notification of Employee Rights Under Federal Labor Laws" is included in the terms of this Order.

### **3.2 Indemnification for Defective Pricing and Violation of the Anti-Kickback Statute or the Procurement Integrity Act**

The SELLER, its Subcontractors, agents, and/or employees agree to indemnify and save harmless and defend Buyer from and against any and all fines, penalties, offsets, claims, demands, actions, debts, liabilities, judgments, costs and attorney's fees, costs and profit disallowed or reduced by Buyer's customer arising out of claims on account of, or in any manner predicated upon (1) submission by SELLER, its Subcontractors, agents and/or employees of alleged or confirmed defective pricing data or (2) violation of the Anti-Kickback Act of 1986 (41 U.S.C. Section 51-58) by SELLER or any of its suppliers or subcontractors, including indirect suppliers (such as a supplier to one of SELLER's direct suppliers) or (3) any other government or contractual requirement for cost or pricing data submitted by the SELLER, its Subcontractors, agents and/or employees to Buyer or any other party.

### **3.3 Certifications and Representations**

By entering into this Order, SELLER confirms that it has completed Buyer's Representations and Certifications form and that SELLER's completed form is included in this Order (including, without limitation, Buyer's Commercial Item Determination Form, if applicable). SELLER acknowledges that Buyer has relied upon SELLER's certifications and representations contained herein and in any written offer, proposal or quote, or periodic submission. By entering into an Order, SELLER republishes the certifications and representations submitted with its written offer, including any periodic submission to Buyer, and oral offers/quotations made at the request of Buyer, and SELLER makes those certifications and representations set forth in the FAR clauses referenced above. SELLER shall immediately notify Buyer of any change of status regarding any certification or representation.

## **52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) -- ALTERNATE I (OCT 2010)**

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable --

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If --

# ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments prepared in the following format: -1-

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

## **252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES**

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

| NOMENCLATURE | NATIONAL<br>STOCK NUMBER | SENSITIVITY/<br>CATEGORY |
|--------------|--------------------------|--------------------------|
|--------------|--------------------------|--------------------------|

-1-

-2-

-3-

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

(1) For the development, production, manufacture, or purchase of AA&E; or

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(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

## 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

(a) Definitions. As used in this clause--

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

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

or

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

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

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

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

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(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

(i) The Contractors internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

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

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

(1) Monitoring and auditing to detect criminal conduct;

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

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

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

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

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

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended

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for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,500,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

### **52.219-9 (DEV SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-O0014) (OCT 2014) -- ALTERNATE III (OCT 2014) 2013-O0014)**

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offerors fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offerors planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time

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specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offerors subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANCs or the Indian tribes written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offerors total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

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- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offerors subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294 Subcontracting Report for Individual Contract in accordance with paragraph (I) of this clause. Submit the Summary Subcontract Report (SSR), in accordance with paragraph (I) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations; and

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294 in accordance with paragraph (I) of this clause. Ensure that its subcontractors with subcontracting plans agree to submit the SSR in accordance with paragraph (I) of this clause using the eSRS.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offerors efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating--

- (A) Whether small business concerns were solicited and, if not, why not;
- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
- (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
- (D) Whether HUBZone small business concerns were solicited and, if not, why not;
- (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (F) Whether women-owned small business concerns were solicited and, if not, why not; and
- (G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through

- (A) Workshops, seminars, training, etc.; and



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(B) Monitoring performance to evaluate compliance with the programs requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractors lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractors subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offerors planned subcontracting generally, for both commercial and Government business, rather than solely to the

Government contract. Once the Contractors commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Governments fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

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(l) The Contractor shall submit a SF 294. The Contractor shall submit SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the U.S. or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) SF 294. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan. For prime contractors the report shall be submitted to the contracting officer, or as specified elsewhere in this contract. In the case of a subcontract with a subcontracting plan, the report shall be submitted to the entity that awarded the subcontract.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(2) SSR. (i) Reports submitted under individual contract plans

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in the eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Governments fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Governments fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

### **52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs

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of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

### **52.230-2 COST ACCOUNTING STANDARDS**

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractors established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$700,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

### **52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES**

# ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

(a) The Contractor, in connection with this contract, shall--

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.

(2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(3)(i) Follow consistently the Contractor's cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(c), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)), from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.

(2) This requirement shall apply only to negotiated subcontracts in excess of \$700,000.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

## 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT

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(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Official's Name)

\_\_\_\_\_  
(Title)

\*\*\*

(End of clause)

# ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

## 252.211-7007

## ITEM UNIQUE IDENTIFICATION OF GOVERNMENT PROPERTY

(a) Definitions. As used in this clause--

2D data matrix symbol means the 2-dimensional Data Matrix ECC 200 as specified by International Standards Organization/International Electrotechnical Commission (ISO/IEC) Standard 16022: Information Technology--International Symbology Specification--Data Matrix.

Acquisition cost, for Government-furnished property in the possession of the Contractor (PIPC), means the amount identified in the contract, or in the absence of such identification, the fair market value. For property acquired or fabricated by the Contractor as Contractor-acquired PIPC, and subsequently transferred or delivered as Government-furnished PIPC, it is the original acquisition cost.

Concatenated unique item identifier means

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Item unique identification (IUID) means a system of assigning, reporting, and marking DoD property in the possession of the Contractor with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

IUID Registry means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property, including property in the possession of the Contractor.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, or special test equipment.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Property in the possession of the Contractor (PIPC) means tangible personal property, to which the Government has title, that is in the stewardship or possession of, or is controlled by, the Contractor for the performance of a contract. PIPC consists of both tangible Government-furnished property and Contractor-acquired property and includes equipment and material.

Unique item identifier (UII) means a set of data elements marked on items that is globally unique and unambiguous.

Virtual UII means the data elements for an item that have been captured in the IUID Registry, but have not yet been physically marked on an item with a DoD compliant 2D data matrix symbol.

(b) Procedures for assigning and registering.

- (1) The Contractor shall provide IUID data for the IUID Registry for all Government-furnished PIPC requiring DoD unique identification under this contract, including Government-furnished PIPC located at subcontractor and alternate locations.
- (2) Unless the Government provides the UII, the Contractor shall establish a concatenated UII or a DoD recognized unique identification equivalent for
  - (i) Government-furnished PIPC with a unit acquisition cost of \$5,000 or more; and
  - (ii) The following items of Government-furnished PIPC for which the unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line

item number (if applicable)      Item description

-----  
-1-

-----  
-2-

- (3) Virtual UIIs may be assigned by the Contractor for existing Government-furnished PIPC requiring item unique identification, if the property can be accurately and uniquely identified using existing innate serialized identity until an event occurs requiring physical marking with the DoD compliant 2D data matrix.

## ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

- (4) The Contractor shall assign and register a UII and the master item data for any subassembly, component, or part that does not have an existing UII when it is removed from a parent item and remains with the Contractor as a stand-alone item.
  - (5) Contractor-acquired PIPC is excluded from the IUID Registry. The Contractor shall report to the IUID Registry as Government-furnished PIPC any Contractor-acquired PIPC that
    - (i) Is delivered to the Government; or
    - (ii) Is transferred by contract modification or other contract provision/requirement to another contract (including items that are transferred in place).
  - (6) If the initial transfer of Contractor-acquired PIPC is a delivery to DoD, the requirements of the Item Identification and Valuation clause of this contract (DFARS 252.211-7003) shall be applied when determining the requirement for item unique identification.
  - (7) The Contractor shall submit the UII and the master item data into the IUID Registry in accordance with the data submission procedures in the Item Unique Identification of Government Property Guidebook at <http://www.acq.osd.mil/dpap/UID/guides.htm>.
    - (i) The following data is required for Government-furnished PIPC items received without a UII:
      - (A) UII type.
      - (B) Concatenated UII.
      - (C) Item description.
      - (D) Foreign currency code.
      - (E) Unit of measure.
      - (F) Acquisition cost.
      - (G) Mark information.
        - (1) Bagged or tagged code.
        - (2) Contents.
        - (3) Effective date.
        - (4) Added or removed flag.
        - (5) Marker code.
        - (6) Marker identifier.
        - (7) Medium code.
        - (8) Value.
      - (H) Custody information.
        - (1) Prime contractor identifier.
        - (2) Accountable contract number.
        - (3) Category code.
        - (4) Received date.
        - (5) Status code.
    - (ii) The following data is required only for Government-furnished PIPC items received without a UII for specific "UII types," as specified in the Item Unique Identification of Government Property Guidebook:
      - (A) Issuing agency code.
      - (B) Enterprise identifier.
      - (C) Original part number.
      - (D) Batch/lot number.
      - (E) Serial number.
    - (iii) The following data is optional for Government-furnished PIPC items received without a UII:
      - (A) Acquisition contract number.
      - (B) Contract line item number/subline item number/exhibit line item number.
      - (C) Commercial and Government Entity (CAGE) code or Data Universal Numbering System (DUNS) number in the acquisition contract.
      - (D) Current part number.
      - (E) Current part number effective date (required if current part number is provided).
      - (F) Acceptance location.
      - (G) Acceptance date.
      - (H) Ship-to code.
      - (I) Sent date.
      - (J) Manufacturer identifier.
      - (K) Manufacturer code (required if manufacturer identifier is provided).
      - (L) Parent UII (for embedded items).
- (c) Procedures for updating.
- (1) The Contractor shall update the IUID Registry for changes in status, mark, custody, or disposition of Government-furnished PIPC under this contract, for PIPC-
    - (i) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

# ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

- (ii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;
- (iii) Disposed of; or
- (iv) Transferred to a follow-on or other contract.
- (2) The Contractor shall update the IUID Registry for changes to the mark information to add or remove other serialized identification marks and to update a virtual UII to a fully compliant UII when the 2D data matrix symbol is added to the item.
- (3) The Contractor shall update the IUID Registry for any changes to the current part number or the current part number effective date.
- (4) The Contractor shall update the IUID Registry for any changes to the parent item of a DoD serially managed embedded subassembly, component, or part.
- (5) The Contractor shall update the IUID Registry for all Government-furnished PIPC under this contract, so that the IUID Registry reflects the same information that is recorded in the Contractor's property records for Government-furnished PIPC as transactions occur, or at least semi-annually by March 31 and September 30 of each year.

(d) Procedures for marking.

- (1) When an event occurs that requires the physical marking of the item with the 2D data matrix symbol, the Contractor shall use the previously assigned virtual UII as the permanent UII.
- (2) The Contractor shall use MIL-STD-130M (or later version) when physically marking existing PIPC with the compliant 2D data matrix symbol. The Contractor that has possession of the PIPC shall use due diligence to maintain the integrity of the UII and shall replace a damaged, destroyed, or lost mark with a replacement mark that contains the same UII data elements, as necessary. The Contractor shall apply the required 2D data matrix symbol to an identification plate, band, tag, or label securely fastened to the item, or directly to the surface of the item to be compliant.
- (3) When an item cannot be physically marked or tagged due to a lack of available space to mark identifying information or because marking or tagging would have a deleterious effect, the Contractor shall
  - (i) Attach to the item a tag that has the identifying information marked on the tag;
  - (ii) Place the item in a supplemental bag or other package that encloses the item and has a tag attached to the bag or package that has the identifying information marked on the tag; or
  - (iii) Apply the identifying information to the unit pack in addition to, or in combination with, the identification marking information specified in MIL-STD-129. When combining marking requirements for a unit pack, the Contractor shall follow the manner, method, form, and format of MIL-STD-129 and shall fulfill the informational requirements of that standard.
- (4) When the item has the tag removed or the item is removed from the bag to be installed as an embedded item in a parent item, the Contractor shall
  - (i) Assign a UII or a virtual UII to the parent item if a UII does not already exist;
  - (ii) Mark the parent item with the DoD compliant 2D data matrix symbol, if feasible; and
  - (iii) Update the IUID Registry to indicate that the tagged or bagged UII item has become an embedded item within the parent item.
- (5) In the event a previously tagged or bagged embedded item is subsequently removed from use, the Contractor shall tag or bag and mark the item again with the original UII.

(End of clause)

## I. CLAUSES APPLICABLE TO ALL PURCHASE ORDERS

|     |           |  |
|-----|-----------|--|
| FAR | 52.202-1  | Definitions (July 2004)  |
| FAR | 52.203-3  | Gratuities (April 1984)  |
| FAR | 52.203-5  | Covenant Against Contingent Fees (April 1984)  |
| FAR | 52.203-8  | Cancellation, rescission or recovery of funds for illegal or improper activities (January 1997)  |
| FAR | 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)  |
| FAR | 52.204-4  | Printed or Copied Double-Sided on Recycled Paper (August 2000)   |
| FAR | 52.204-9  | Personal Identity Verification of Contractor Personnel (Applicable where the Contractor will have physical access to a federally-controlled facility. Or access to a Federal Information System (September 2007) |
| FAR | 52.208-6  | Marking of Leased Vehicles (April 1984)  |
| FAR | 52.209-3  | First Article Approval – Contractor Testing (September 1989)   |
| FAR | 52.209-4  | First Article Approval – Government Testing (September 1989)   |
| FAR | 52.209-5  | Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (December 2001)  |
| FAR | 52.211-1  | Availability of Specifications (August 1998)   |

# ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

|     |           |   |
|-----|-----------|---|
| FAR | 52.211-5  | Material Requirements (August 2000)   |
| FAR | 52.211-15 | Defense Priority & Allocation Requirements (September 1990)   |
| FAR | 52.213-4  | Terms and Conditions – Simplified Acquisitions (December 2007)  |
| FAR | 52.215-1  | Instructions to Offerors – Competitive Acquisitions (January 2004)  |
| FAR | 52.215-9  | Changes or Additions to Make or Buy Program (October 1997)  |
| FAR | 52-215-14 | Integrity of the Unit Price (Oct 1997), subparagraph (b) does not apply.  |
| FAR | 52.215-18 | Revision or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pension (July 2005)                    |
| FAR | 52.215-20 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (October 1997)                 |
| FAR | 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (October 1997) |
| FAR | 52.219-23 | Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (September 2005)                    |
| FAR | 52.219-28 | Post-Award Small Business Program Representation (June 2007)  |
| FAR | 52.222-1  | Notice to the Government of Labor Disputes (February 1997)  |
| FAR | 52.222-3  | Convict Labor (August 1996)   |
| FAR | 52.222-4  | Contract Work Hours and Safety Standards Act-Overtime Compensation (July 2005)                                      |
| FAR | 52.222-8  | Payrolls and Basic Records (February 1988)  |
| FAR | 52.222-11 | Subcontracts (Labor Standards) (July 2005)  |
| FAR | 52.222-12 | Contract Termination – Debarment (February 1988)  |
| FAR | 52.222-13 | Compliance with Davis Bacon and Related Act Regulations (February 1988)   |
| FAR | 52.222-19 | Child Labor – Cooperation with Authorities and Remedies (August 2007)   |
| FAR | 52.222-20 | Walsh-Healey Public Contracts Act (December 1996)   |
| FAR | 52.222-21 | Prohibition of Segregated Facilities (February 1999)  |
| FAR | 52.222-25 | Affirmative Action Compliance (April 1984)  |
| FAR | 52.222-26 | Equal Opportunity (March 2007)  |
| FAR | 52.222-39 | Notification of Employee Rights Concerning Payment of Union Dues or Fees (December 2004)                            |
| FAR | 52.222-41 | Service Contract Act of 1965 (November 2007)  |
| FAR | 52.222-42 | Statement of Equivalent Rates for Federal Hires (May 1989)  |
| FAR | 52.222-43 | Fair Labor Standards Act and Service Contract Act-Price (November 2000)   |
| FAR | 52.222-50 | Combating Trafficking in Persons (February 2009)  |
| FAR | 52.222-54 | Employment Eligibility Verification (January 2009)  |
| FAR | 52.223-3  | Hazardous Material Identification and Material Safety (January 1997)  |
| FAR | 52.223-4  | Recovered Material Certification (October 1997)   |
| FAR | 52.223-5  | Pollution Prevention and Right –to-Know Information (August 2003)   |
| FAR | 52.223-6  | Drug-Free Workplace (May 2001)  |
| FAR | 52.223-9  | Estimate of Percentage of Recovered Material Content for EPA-Designated Products (August 2000)                      |
| FAR | 52.223-10 | Waste Reduction Program (August 2000)   |
| FAR | 52.223-11 | Ozone Depleting Substances (March 2001)   |
| FAR | 52.223-12 | Refrigeration Equipment and Air Conditioners (May 1995)   |



## ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

|       |              |  |
|-------|--------------|--|
| FAR   | 52.224-2     | Privacy Act (April 1984)   |
| FAR   | 52.225-1     | Buy America Act –Supplies (June 2003)  |
| FAR   | 52-225-3     | Buy American Act-North American Free Trade AGREEMENT-Israeli Trade Act (August 2007)                 |
| FAR   | 52.225-8     | Duty Free Entry (February 2000)  |
| FAR   | 52.225-10    | Notice of Buy American Act/Balance of Payments Program Requirement-Construction Materials (May 2002) |
| FAR   | 52.225-11    | Buy American Act- Construction Materials under Trade Agreements (August 2007)                        |
| FAR   | 52.225-13    | Restrictions on Certain Foreign Purchases (February 2006)  |
| FAR   | 52.227-3     | Patent Indemnity (April 1984)  |
| FAR   | 52.227-13    | Patent Rights-Acquisition by the Government (December 2007)  |
| FAR   | 52.228-4     | Workers' Compensation and War-Hazard Insurance Overseas (April 1984)                                 |
| FAR   | 52.228-5     | Insurance-Work on a Government Installation (January 1997)   |
| FAR   | 52.228-7     | Insurance – Liability to Third Persons (March 1996)  |
| FAR   | 52.228-8     | Liability and Insurance – Leased Motor Vehicles (May 1999)   |
| FAR   | 52.229-3     | Federal, State and Local Taxes (April 2003)  |
| FAR   | 52.232-17    | Interest (June 1996)   |
| FAR   | 52.232-23    | Assignment of Claims (January 1986)  |
| FAR   | 52.232-25    | Prompt Payment (October 2003)  |
| FAR   | 52.237-2     | Protection of Governments Buildings, Equipment and Vegetation (April 1984)                           |
| FAR   | 52.237-3     | Continuity of Services (January 1991)  |
| FAR   | 52.242-13    | Bankruptcy (July 1995)   |
| FAR   | 52.242-15    | Stop-Work Order (August 1989)  |
| FAR   | 52.242-17    | Government Delay of Work (April 1984)  |
| FAR   | 52.243-1     | Changes – Fixed Price – Alternate II (April 1984)  |
| FAR   | 52.244-5     | Competition in Subcontracting (December 1996)  |
| FAR   | 52.244-6     | Subcontracts for Commercial Items (March 2007)   |
| FAR   | 52.245-1     | Government Property (Fixed-Price Contracts) (June 2007)  |
| FAR   | 52.246-2     | Inspection of Supplies-Fixed Price (August 1996)   |
| FAR   | 52.246-3     | Inspection of Supplies – Cost Reimbursement (March 2001)   |
| FAR   | 52.246-4     | Inspection of Services – Fixed Price (August 1996)   |
| FAR   | 52.247-63    | Preference for US Flag - Air Carriers (June 2003)  |
| FAR   | 52.247-64    | Preference for Privately Owned US Flag Commercial Vessels (February 2006)                            |
| FAR   | 52.248-1     | Value Engineering (February 2000)  |
| FAR   | 52.252-2     | Clauses Incorporated by Reference (February 1998)  |
| FAR   | 52.252-6     | Authorized Deviations in Clauses (April 1984)  |
| FAR   | 52.253-1     | Computer Generated Forms (January 1991)  |
| DFARS | 252-203-7000 | Requirements Related to Compensation of Former DoD Officials (JAN 2009)                              |
| DFARS | 252.204-7000 | Disclosure of Information (December 1991)  |

# ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

|       |              |  |
|-------|--------------|--|
| DFARS | 252.204-7003 | Control of Government Personnel Work Product (April 1992)                            |
| DFARS | 252.204-7005 | Oral Attestation of Security Responsibilities (November 2001)                        |
| DFARS | 252.204-7008 | Export-Controlled Items (April 2010)   |
| DFARS | 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting (October 2016) |

(a) *Definitions.* As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government wide policies, and is—

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data—Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

# ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b) (1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

## (c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil/portal/intranet/>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil/portal/intranet/>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

# ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

- (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and
- (2) Require subcontractors to—
  - (i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and
  - (ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

|       |              |   |
|-------|--------------|---|
| DFARS | 252.208-7000 | Intent to Furnish Precious Metals as Government-Furnished Material (December 1991)                              |
| DFARS | 252.209-7001 | Disclosure of Ownership or Control by the Government of a Terrorist Country (October 2006)                      |
| DFARS | 252.209-7004 | Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (December 2006) |

# ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

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|-------|--------------|--|
| DFARS | 252.211-7005 | Substitutions for Military or Federal Specifications and Standards (November 2005) |
| DFARS | 252.223-7001 | Hazard Warning Labels (December 1991)  |
| DFARS | 252.223-7002 | Safety Precautions for Ammunition and Explosives (May 1994)                        |

By accepting of this order, Seller hereby certifies that it and its sub tier contractors (if any) are, on the date of this order, in compliance with DOD Contractors Safety Manual for Ammunition and Explosives, DOD 4145.26-M as mandated by the DFAR clause 252.223-7002, Safety Precautions for Ammunition and Explosives; or with NAVEAS OP 5, or AMCR 385-100:

Seller shall immediately notify Buyer in writing:

1. If, subsequent to the date of this order, Seller or Seller's sub tier contractors (if any) receives a "Non-Compliance" rating as a result of a Government Safety Audit (whether related to this order or not).
2. If ammunition and explosives utilized for performance of this order are handled at any location other than the location(s) seller identified in its offer, DFAR clause 252.223-7003, Change In Place of Performance-Ammunition and Explosives, will apply.
3. If a mishap involving Ammunition and Explosives occurred.

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|-------|--------------|--|
| DFARS | 252.223-7004 | Drug-Free Workforce (September 1988)   |
| DFARS | 252.223-7007 | Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives. (September 1999)                                     |
| DFARS | 252.225-7001 | Buy American Act and Balance of Payments Program (June 2005)   |
| DFARS | 252.225-7002 | Qualifying Country Sources as Subcontractor (April 2003)   |
| DFARS | 252.225-7014 | Preference for Domestic Specialty Metals (June 2005)   |
| DFARS | 252.225-7025 | Restriction on acquisition of forgings (July 2006)   |
| DFARS | 252.225-7030 | Restriction on Acquisition of Carbon, Alloy and Armor Steel Plate (December 2006)  |
| DFARS | 252.227-7000 | Non-Estoppel (October 1966)  |
| DFARS | 252.227-7013 | Rights in Technical Data-Noncommercial items (November 1995)   |
| DFARS | 252.227-7016 | Rights in bid or proposal information (June 1995)  |
| DFARS | 252.227-7018 | Rights in noncommercial technical data and computer software-Small Business Innovation Research (SBIR) Program (June 1995) |
| DFARS | 252.227-7019 | Validation of Asserted Restrictions – Computer Software (June 1995)  |
| DFARS | 252.227-7027 | Deferred Ordering of Technical Data or Computer Software (April 1988)  |
| DFARS | 252.227-7033 | Rights in Shop Drawings (April 1966)   |
| DFARS | 252.227-7037 | Validation of Restrictive Markings on Technical Data (September 1999)  |
| DFARS | 252.231-7000 | Supplemental Cost Principles (December 1991)   |
| DFARS | 252.232-7010 | Levies on Contract Payments (December 2006)  |
| DFARS | 252.243-7001 | Pricing of Contract Modifications (December 1991)  |
| DFARS | 52.244-7000  | Subcontracts for Commercial Items and Commercial Components (DoD Contracts) August 2009                                    |
| DFARS | 252.247-7024 | Notification of Transportation of Supplies by Sea (March 2000)   |
| DFARS | 252.249-7002 | Notification of anticipated contract terminations or reductions (December 2006)  |

## II. CLAUSES APPLICABLE TO PURCHASE ORDERS OVER \$10,000

|     |           |  |
|-----|-----------|--|
| FAR | 52.222-35 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (September 2006) |
| FAR | 52.222-36 | Affirmative Action for Workers with Disabilities (June 1998)   |
| FAR | 52.222-37 | Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (September 2006) |

# ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

FAR 52.222-99 Notification of Employee Rights Under the National Labor Relations Act (June 2010) (Deviation 2010-00013)

### III. CLAUSES APPLICABLE TO PURCHASE ORDERS OVER \$25,000

FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (September 2006)

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (July 2010)

DFARS 252.225-7012 Preference for Certain Domestic Commodities (January 2007)

### IV. CLAUSES APPLICABLE TO PURCHASE ORDERS OVER \$100,000

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (September 2006)

FAR 52.203-7 Anti-Kickback Procedures (July 1995)

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (September 2007)

FAR 52.215-2 Audit and Records – Negotiations (June 1999)

FAR 52.219-8 Utilization of Small Business Concerns (May 2004)

FAR 52.227-1 Authorization and Consent (December 2007)

FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (December 2007)

DFARS 252.203-7001 Prohibition of Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (December 2004)

DFARS 252.247-7023 Transportation of Supplies by Sea (May 2002)

### V. CLAUSES APPLICABLE TO PURCHASE ORDERS OVER \$500,000

FAR 52.219-9 Small Business Subcontracting Plan (November 2007)

FAR 52.230-2 Cost Accounting Standards (April 1998)

FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices (April 1998)

FAR 52.230-6 Administration of Cost Accounting Standards (April 2005)

DFARS 252.219-7003 Small, small disadvantaged and women-owned small business subcontracting plan (April 1996)

### VI. CLAUSES APPLICABLE IN OTHER SPECIFIED CIRCUMSTANCES

FAR 52.203-13 Contractor Code of Business Ethics and Conduct (Dec 2008) this clause applies to contracts over \$5,000,000 and 120 days performance.

FAR 52.203-14 Display of Hotline Poster(s) (If Contract value equals or exceeds \$5,000,000. (December 2007))

FAR 52.204-2 Security Requirements, "Government" shall retain its meaning. References to the "Changes" clause shall mean the "Changes" clause of this AGREEMENT. (August 1996)

FAR 52.215-10 Price Reduction for Defective Cost or Pricing Data. The obligations that FAR 52.215-12 in Buyer's Contract requires of the subcontractors are hereby required of the Seller. "Government" shall mean "Government or Buyer". Buyer's rights under this clause shall not limit Buyer's rights under any other provision of this AGREEMENT. Seller shall indemnify and hold Buyer harmless from any loss, damage, and/or expense, including burden and profit, incurred by Buyer as a result of Seller or its subcontractor's failure to comply with the requirements of FAR 52.215-12 and this clause; including failure of Seller or a subcontractor to furnish cost or pricing data which was required to be complete, accurate and current and to be submitted to support a cost estimate furnished by the Buyer, but which was not complete, accurate and current as of the date certified in the Certificate of Current Cost or Pricing Data furnished by the Buyer to its customer. The price or cost and fee of this order shall be reduced by the loss, damage, and/or expense incurred by Buyer and the order shall be modified in writing as may be necessary to reflect such reduction. Seller shall immediately repay to Buyer any sums previously paid by Buyer which are in excess of the unit or total order price as reduced hereunder. (October 1997)

## ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

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| FAR   | 52.215-11    | Price Reduction for Defective Cost or Pricing Data – Modifications “Government” shall mean “Government or Buyer”. In subparagraph (a), the threshold for the submission of cost or pricing data shall be the threshold applicable to Buyer’s contract. Buyer’s rights under this clause shall not limit Buyer’s rights under any other provision of this AGREEMENT. The obligations which FAR clause 52.215-12 requires of subcontractors are required of Seller; Seller shall indemnify and hold Buyer harmless from any loss, damage, and/or expense, including burden and profit, incurred by Buyer as a result of Seller or its subcontractor’s failure to comply with the requirements of FAR 52.215-12 and this clause; including failure of Seller or a subcontractor to furnish cost or pricing data which was required to be complete, accurate and current and to be submitted to support a cost estimate furnished by the Buyer, but which was not complete, accurate and current as of the date certified in the Certificate of Current Cost or Pricing Data furnished by the Buyer to its customer. The price or cost and fee of this order shall be reduced by the loss, damage, and/or expense incurred by Buyer and the order shall be modified in writing as may be necessary to reflect such reduction. Seller shall immediately repay to Buyer any sums previously paid by Buyer which are in excess of the unit or total order price as reduced hereunder. (October 1997) |
| FAR   | 52.215-12    | Subcontractor Cost or Pricing Data In subparagraph (a) and (c), the threshold for the submission of cost or pricing data shall be the threshold applicable to Buyer’s contract The obligations which FAR clause 52.215-12 requires of subcontractors are required of Seller; Seller shall indemnify and hold Buyer harmless from any loss, damage, and/or expense, including burden and profit, incurred by Buyer as a result of Seller or its subcontractor’s failure to comply with the requirements of FAR 52.215-12 and this clause; including failure of Seller or a subcontractor to furnish cost or pricing data which was required to be complete, accurate and current and to be submitted to support a cost estimate furnished by the Buyer, but which was not complete, accurate and current as of the date certified in the Certificate of Current Cost or Pricing Data furnished by the Buyer to its customer. The price or cost and fee of this order shall be reduced by the loss, damage, and/or expense incurred by Buyer and the order shall be modified in writing as may be necessary to reflect such reduction. Seller shall immediately repay to Buyer any sums previously paid by Buyer which are in excess of the unit or total order price as reduced hereunder. (October 1997)  |
| FAR   | 52.215-13    | Subcontractor Cost or Pricing Data – Modifications Data In subparagraph (b) and (d), the threshold for the submission of cost or pricing data shall be the threshold applicable to Buyer’s contract The obligations which FAR clause 52.215-12 requires of subcontractors are required of Seller; Seller shall indemnify and hold Buyer harmless from any loss, damage, and/or expense, including burden and profit, incurred by Buyer as a result of Seller or its subcontractor’s failure to comply with the requirements of FAR 52.215-12 and this clause; including failure of Seller or a subcontractor to furnish cost or pricing data which was required to be complete, accurate and current and to be submitted to support a cost estimate furnished by the Buyer, but which was not complete, accurate and current as of the date certified in the Certificate of Current Cost or Pricing Data furnished by the Buyer to its customer. The price or cost and fee of this order shall be reduced by the loss, damage, and/or expense incurred by Buyer and the order shall be modified in writing as may be necessary to reflect such reduction. Seller shall immediately repay to Buyer any sums previously paid by Buyer which are in excess of the unit or total order price as reduced hereunder. (October 1997)   |
| FAR   | 52.215-15    | Pension Adjustments and Asset Reversions “Government” retains its meaning. “Contracting Officer” shall mean “Government Contracting Officer through Buyer’s Representative”. (October 2004)   |
| FAR   | 52.215-19    | Notification of Ownership Changes. (October 1997)   |
| FAR   | 52.215-23    | Limitation on Pass-Through Charges (Applies to Subcontracts in excess of \$650,000 (October 2009).)   |
| FAR   | 52.223-7     | Notice of Radioactive Materials Insert “30” in the blank in subparagraph (a). “Contracting Officer” shall mean “Government Contracting Officer and Buyer’s Representative”. (January 1997)  |
| FAR   | 52.227-9     | Refund of Royalties (April 1984)  |
| FAR   | 52.227-10    | Filing of Patent Applications-Classified Subject Matter (December 2007)   |
| FAR   | 52.227-11    | Patent Rights-Retention by the Contractor (Short Form) (December 2007)  |
| FAR   | 52.233-3     | Protest After Award Applicable if Buyer’s customer has directed Buyer to stop performance of the work pursuant to this clause in Buyer’s contract, whereupon Buyer may direct Seller by written order to stop performance. Subsection (b) (2) is modified to provide that Seller shall assert any right to an adjustment under this clause within fifteen (15) days after the work stoppage is lifted. (August 1996)  |
| DFARS | 252.223-7006 | Prohibition on Storage and Disposal of Toxic and Hazardous Materials (April 1993)   |
| DFARS | 252.222-7999 | Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements (applies only to orders in excess of \$1 million utilizing funds appropriated by the Fiscal Year 2010 Defense Appropriations Act (Pub. L. 111-118) except in contracts for commercial items)   |