

# ADDITIONAL STANDARD TERMS AND CONDITIONS FIXED PRICE PURCHASE ORDERS



**American Ordnance**

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**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.
- 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. **Executive Order 13201.** Notification of Employee Rights Concerning Payment of Union Dues or Fees. The Seller shall comply with Executive Order 13201 dated February 17, 2001 and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- f. **Executive Order 13496.** Notification of Employee Rights Under Federal Labor Laws. The Seller shall comply with Executive Order 13496 published May 21, 2010 and related implementing regulations.
- g. **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 date of each clause is specified; however, 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.

## **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)
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)
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)
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:

(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.

(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)
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.

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)
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)
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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)
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)

48. **REPRESENTATIONS AND CERTIFICATIONS.** The following representations and certifications are material representations relied upon by Buyer in making award to Seller. Seller shall notify Buyer of any change of circumstances affecting representations and certifications made by Seller. *The representations and certifications as set forth below omit several choices that appear in the FAR version. By executing this Purchase Order, Seller represents that it has considered the full FAR version of the representations and certifications before executing this Purchase Order and affirms that the representations and certifications below are accurate.*

**FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (September 2007).** Applicable only if this Purchase Order exceeds \$100,000.

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12 (September 2007), Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) Seller, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 –
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - (2) If any funds other than Federal funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Seller shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Government Contracting Officer; and
  - (3) Seller will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under the provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec. 2001).**

- a. (1) Seller certifies, to the best of its knowledge and belief, that-
  - (i) The Seller and/or any of its Principals-
    - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against the for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- (C) Are not recently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B).
- (ii) The Seller has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

**FAR 52.222-22 Previous Contracts and Compliance Reports (February 1999).**

Seller represents that if Seller has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (i) Seller has filed all required compliance reports; and (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**FAR 52.223-13 Certification of Toxic Chemical Release (August 2003).**

Applicable to Purchase Orders in excess of \$100,000 if FAR 52.223-14 (August 2003) is included in Buyer's Contract.

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 13148, April 21, 2000.
- (b) By signing this Purchase Order, Seller certifies that-

As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13106). Seller will file and continue to file for such facilities for the life of the Purchase Order the Toxic Chemical Release Inventory Form (Form R) as described in sections 313 (a) and (g) for EPCRA and section 6607 of PPA.

Seller acknowledges it has had the opportunity to inquire as to the clauses present in Buyer's contract and agrees to be bound to such clauses. Any reference to a "Default" clause shall mean Paragraph 19b, "Termination for Clause" of the this Agreement