

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS



SPECIAL U.S. GOVERNMENT PROVISIONS. The provisions set forth hereunder shall apply in addition to those terms in the Purchase Order/Agreement (hereinafter the “AGREEMENT”) or attached/referenced in the AGREEMENT and incorporated by reference. Seller hereby agrees to flow down the applicable FAR, DFARS, or other agency clauses to its lower-tier subcontractors as required.

1. **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.
2. **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.
3. **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.
4. **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. 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.
5. **Clauses.** The following clauses of the FAR, DFARS, or other agency clauses 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 clauses in effect in the Buyer’s Contract on the date of this Purchase Order are incorporated by reference and any changes, if necessary, to each such clause, including dates, shall be made to be consistent to the requirements of Buyer's customer. Upon Seller's written request, Buyer's Purchasing Representative will make their full text available. Also, the full text of a FAR, DFARS, or agency clause may be accessed electronically at this addresses: <https://www.acquisition.gov> or <https://www.acq.osd.mil/dpap/dars/index.html>. In all clauses listed herein, terms shall be revised to suitably identify the party to establish Seller’s obligations to Buyer and to the Government; and to enable Buyer to meet its

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obligations under its prime contract. Whenever said clauses include a requirement for the resolution of disputes between the Parties in accordance with the FAR “Disputes” clause, the dispute shall instead be disposed of in accordance with the clause entitled “Disputes/Claims” in the Standard General Terms and Conditions for Goods & Services. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term “Government” and equivalent phrases shall mean “Buyer”, the term “Contracting Officer” shall mean “Buyer’s Purchasing Representative”, the term “Contractor” or “Offeror” shall mean “Seller”, “Subcontractor” shall mean “Seller’s Subcontractor” under this AGREEMENT, and the term “Contract” shall mean this “AGREEMENT”. For the avoidance of doubt, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227-2 and (2) when title to property is to be transferred directly to the Government. Nothing in this AGREEMENT grants Seller a direct right of action against the Government. If any of the following FAR, DFARS, or agency clauses do not apply to this AGREEMENT, such clauses are considered to be self-deleting. The column appearing in Table One and Two below titled “Conditions” identifies the triggering requirements that make each Clause applicable to the AGREEMENT. Buyer’s notations in this Column are provided for reference only and shall not serve to render an applicable Clause inapplicable where the terms of the Clause differ from Buyer’s notation. Seller is responsible for confirming the applicability of each Clause while performing this AGREEMENT. Seller shall incorporate into each lower tier contract issued in support of this AGREEMENT all applicable FAR, DFARS, or agency clauses in accordance with the flow down requirements specified in such clauses, either verbatim, or in substance and by incorporation-by-reference or otherwise as appropriate.

6. FAR and DFARS Representations and Certifications. Buyer and Seller acknowledge that certain FAR and DFARS below concern representations and certifications by the offeror only to the United States Government for the solicitation or response to the RFP. Seller agrees to comply with such requirements as if it was the prime contractor and will reasonably assist Buyer in confirming or answering such FAR and DFARS representations and certifications, including any follow-on questions by the United States Government or its respective agencies or departments. 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 in the manner listed below.

7. Commercial Items/ Non-Commercial Items. If Seller is providing Buyer with Products that Seller determines are Commercial Items or COTS (Commercial Item Off the Shelf) as those terms are defined within FAR 2.101, then Seller shall adhere to all applicable FAR and DFARS clauses that appear in Table One below. If Seller is providing Buyer with Products that Seller determines are Non-Commercial Items, as that term is defined within FAR 2.101, the Seller shall adhere to all applicable FAR and DFARS clauses that appear in Table Two below. Where Seller is providing Buyer with Products that are a mix of Commercial Items and/or COTS, and Non-Commercial Items Seller shall adhere to all applicable FAR and DFARS clauses that appear in Table Two below. Clauses appearing below Table One and Table Two, written in full text, shall be applicable unless otherwise stated within each such clause.

8. This Project is subject to FAR 52.211-15. The DPAS Rating for this Project: **DOA6**

Conditions Legend
ALL – clause applies to all orders
SAT – Applicable to orders greater than \$250,000.00 (or the simplified acquisition threshold)
SB - Applicable to small business concern
>15k - Applicable to orders greater than \$15,000.00
>35k - Applicable to orders greater than \$35,000.00
>150k - Applicable to orders greater than \$150,000.00
>500k - Applicable to orders greater than \$500,000.00

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>700k - Applicable to orders greater than \$700,000.00
>750k - Applicable to orders greater than \$750,000.00
>1M - Applicable to orders greater than \$1,000,000.00
>2M - Applicable to orders greater than \$2,000,000.00
>6M - Applicable to orders greater than \$6,000,000.00
>10M - Applicable to orders greater than \$10,000,000.00
GP - Applicable in order where government property is acquired or furnished.
Government installation - Applicable in order that requires work on a government installation.
DBA Act – Where the Defense Base Act is applicable.
Outside US - Applicable in order in areas of combat operations, or other military operations
Foreign - Applicable in order in designated operational areas during contingency operations, humanitarian or peacekeeping or other military operations. Also while supporting diplomatic or consular operations
SI - Applicable in order for containing sensitive information, have access to a system of records; Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or Design, develop, maintain, or operate a system of records.
HUBZONE - need to be certified.
FPA - Applicable in order for fixed price acquisitions.
Price reductions - Applicable in order when it is contemplated that certified cost or pricing data will be required from the contractor or any subcontractor for the pricing of contract modifications.
Government unique standards - Applicable in order when the contract uses these standards when the agency uses transaction-based reporting.
Federal Controlled Facility - Applicable in order for when the subcontractor's employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally controlled information system.
Motor Carrier – Applicable in order for carriage in which a motor carrier, broker or freight forwarder will provide or arrange truck transportation services the provide for a full related adjustment.
!! - Applicable in order where repairable or consumable parts identified as critical safety items, systems and subsystems, assemblies and subassemblies integral to a system or all of the maintenance and repair into those items.
Welded shipboard - Applicable in order for items containing welded shipboard anchor and mooring chain four inches or less in diameter.
AA&E - Applicable in order where development, production, manufacture or purchase of AA&E or when AA&E will be provided as Government furnished property

TABLE ONE (COMMERCIAL ITEMS AND COTS)

Condition	Regulatory Cite	Title	Date
All	FAR 52.244-6	Subcontracts for Commercial Products and Commercial Services.	(FEB 2024)
SAT	DFARS 252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	(APR 2012)
All	DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	(JAN 2023)

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>6M	DFARS 252.203-7004	Display of Hotline Posters.	(DEC 2022)
All	DFARS 252.204-7000	Disclosure of Information.	(JAN 2023)
Federal Controlled Facility	DFARS 252.204-7004	Level I Antiterrorism Awareness Training for Contractors.	(OCT 2016)
all orders with Operationally critical support involving covered defense information	DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	(JAN 2023)
All	DFARS 252.204-7015	Notice Of Authorized Disclosure of Information for Litigation Support.	(JAN 2023)
All	DFARS 252.204-7018	Prohibition On the Acquisition of Covered Defense Telecommunications Equipment Or Services.	(JAN 2023)
All except COTS	DFARS 252.204-7020	NIST SP 800-171 DOD Assessment Requirements.	(JAN 2023)
All	DFARS 252.205-7000	Provision Of Information to Cooperative Agreement Holders.	(NOV 2020)
>150k	DFARS 252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Gov't of a Terrorist Country.	(DEC 1991)
if item is uniquely identifiable	DFARS 252.211-7003	Item Unique Identification and Valuation.	(AUG 2011)
SB	DFARS 252.219-7003	Small Business Subcontracting Plan (DOD Contracts)-Basic.	(JAN 2023)
>1M	DFARS 252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	(MAR 2000)
All orders of munitions and explosives	DFARS 252.223-7002	Safety Precautions for Ammunition and Explosives.	(JAN 2023)
All orders of munitions and explosives	DFARS 252.223-7003	Change in Place of Performance - Ammunition and Explosives.	(NOV 2023)
Any contract that could require, may require or permit access to DoD installation	DFARS 252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	(SEP 2014)
AA&E	DFARS 252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, And Explosives.	(SEP 2014)
All maintenance, repair or construction	DFARS 252.223-7008	Prohibition Of Hexavalent Chromium.	(NOV 2023)
Items in US munitions list/ 600 series commerce control list	DFARS 252.225-7007	Prohibition on Acquisition of United states Munitions List Items from Communist Chinese Military companies.	(DEC 2022)
All	DFARS 252.225-7012	Preference For Certain Domestic Commodities.	(APR 2022)
All	DFARS 252.225-7013	Duty-Free Entry.	(NOV 2023)
All	DFARS 252.225-7028	Exclusionary Policies and Practices of Foreign Governments.	(APR 2003)

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All	DFARS 252.225-7048	Export-Controlled Items.	(JUN 2013)
All	DFARS 252.225-7056	Prohibition Regarding Business Operation with the Maduro Regime.	(JAN 2023)
All	DFARS 252.225-7972	Prohibition On the Procurement of Foreign-Made Unmanned Aircraft Systems (Deviation 2020-O0015).	(MAY 2020)
>500k	DFARS 252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	(JAN 2023)
Where technical data to be delivered to Government	DFARS 252.227-7013	Rights in Technical Data-Noncommercial Items.	(MAR 2023)
Applicable where software or software documentation will be delivered to gov (Non-Commercial)	DFARS 252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.	(MAR 2023)
Contains technical data to be delivered to the government (commercial)	DFARS 252.227-7015	Technical Data—Commercial Items.	(MAR 2023)
All	DFARS 252.227-7016	Rights in Bid or Proposal Information.	(JAN 2023)
Applicable where furnishing software to government	DFARS 252.227-7019	Validation of Asserted Restrictions-Computer Software.	(JAN 2023)
All	DFARS 252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.	(JAN 2023)
All	DFARS 252.227-7027	Deferred Ordering of Technical Data or Computer Software.	(APR 1988)
All	DFARS 252.227-7030	Technical Data—Withholding of Payment.	(MAR 2000)
Applicable if there is a requirement for delivery of Technical Data	DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data.	(JAN 2023)
All	DFARS 252.243-7002	Requests For Equitable Adjustment.	(DEC 2022)
All	DFARS 252.244-7000	Subcontracts for Commercial Items.	(NOV 2023)
!!	DFARS 252.246-7003	Notification of Potential Safety Issues.	(JAN 2023)
All	DFARS 252.247-7023	Transportation of Supplies by Sea -- Basic.	(JAN 2023)

TABLE TWO (NON-COMMERCIAL ITEMS)

Condition	Regulation	Title	Date
All	FAR 52.249-2	Termination for Convenience of the Government (Fixed Price).	(APR 1984)
All	FAR 52.203-3	Gratuities.	(APR 1984)
SAT	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government.	(JUN 2020)

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>150k	FAR 52.203-7	Anti-Kickback Procedures.	(JUN 2020)
All	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	(MAY 2014)
>150k	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	(JUN 2020)
>6M/ Performance period of 120 days or more	FAR 52.203-13	Contractor Code of Business Ethics and Conduct.	(NOV 2021)
All	FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	(JAN 2017)
Federal Controlled Facility	FAR 52.204-9	Personal Identity Verification of Contractor Personnel.	(JAN 2011)
All	FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	(JUN 2020)
when contract contains 52.204-16	FAR 52.204-18	Commercial And Government Entity Code Maintenance.	(AUG 2020)
Fed contract information in system	FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	(NOV 2021)
All	FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	(DEC 2023)
All	FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	(NOV 2021)
All	FAR 52.204-27	Prohibition on a Byte Dance Covered Application.	(JUN 2023)
All	FAR 52.209-3,	First Article Approval-Contractor Testing, Alternate I.	(JAN 1997)
>35k	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	(NOV 2021)
All	FAR 52.211-5	Material Requirements.	(AUG 2000)
All	FAR 52.211-15	Defense Priority and Allocation Requirements.	(APR 2008)
Price reduction	FAR 52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications (DEVIATION 2022-O0001).	(OCT 2021)
>2M	FAR 52.215-12	Subcontractor Certified Cost or Pricing Data (Deviation 2022-O0001, Revision 1).	(OCT 2021)
>2M	FAR 52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications (Deviation 2022-O0001, Revision 1).	(OCT 2021)
SAT	FAR 52.215-14	Integrity of Unit Prices, Alternate I.	(NOV 2021)
SAT	FAR 52.215-14	Integrity of Unit Prices.	(NOV 2021)
All that meet applicability of FAR 15.408(g)	FAR 52.215-15	Pension Adjustments and Asset Reversions.	(OCT 2010)
All that meet applicability of FAR 15.408(J)	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	(JUL 2005)
All that meet applicability of FAR 15.408(k)	FAR 52.215-19	Notification of Ownership Changes.	(OCT 1997)
SAT	FAR 52.215-2	Audit and Records-Negotiation.	(JUN 2020)

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SAT unless working with DOD then >2M	FAR 52.215-23	Limitations on Pass-Through Charges.	(JUN 2020)
HUBZONE	FAR 52.219-8	Utilization of Small Business Concerns.	(FEB 2024)
>750k	FAR 52.219-9	Small Business Subcontracting Plan.	(SEP 2023)
>750k	FAR 52.219-9	Small Business Subcontracting Plan - Alternate II.	(NOV 2016)
All	FAR 52.222-1	Notice to the Government of Labor Disputes.	(FEB 1997)
>15k	FAR 52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 (NOTE: (clause was previously titled Walsh-Healey Public Contracts Act)).	(JUN 2020)
All	FAR 52.222-21	Prohibition of Segregated Facilities.	(APR 2015)
All	FAR 52.222-26	Equal Opportunity.	(SEPT 2016)
All	FAR 52.222-3	Convict Labor.	(JUNE 2003)
>150k	FAR 52.222-35	Equal Opportunity for Veterans.	(JUN 2020)
>15k	FAR 52.222-36	Equal Opportunity for Workers with Disabilities.	(JUN 2020)
>150k	FAR 52.222-37	Employment Reports of Veterans.	(JUN 2020)
All	FAR 52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation.	(MAY 2018)
>10k	FAR 52.222-40	Notification of Employee Rights under the National Labor Relations Act.	(DEC 2010)
All	FAR 52.222-50	Combating Trafficking in Persons.	(NOV 2021)
Services, construction, >\$3,500.00, in US (NC)	FAR 52.222-54	Employment Eligibility Verification.	(MAY 2022)
All	FAR 52.223-3	Hazardous Material Identification and Material Safety Data.	(FEB 2021)
All	FAR 52.225-13	Restrictions on Certain Foreign Purchases.	(FEB 2021)
SAT	FAR 52.227-1	Authorization and Consent.	(JUN 2020)
SAT	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	(JUN 2020)
Government Installation	FAR 52.228-5	Insurance-Work on a Government Installation.	(JAN 1997)
All subcontracts containing 52.230-2, 52.230-3, 52.230-4, 52.230-5	FAR 52.230-6	Administration of Cost Accounting Standards.	(JUN 2010)
All	FAR 52.232-39	Unenforceability of Unauthorized Obligations.	(JUN 2013)
SB	FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	(MAR 2023)
All	FAR 52.242-15	Stop-Work Order.	(AUG 1989)
All	FAR 52.242-2	Production Progress Reports.	(APR 1991)
All	FAR 52.243-1	Changes-Fixed Price.	(AUG 1987)
All	FAR 52.244-2	Subcontracts (i.e., approved purchasing system).	(JUN 2020)
All	FAR 52.246-11	Higher-Level contract quality requirement.	(SEP 2021)
All	FAR 52.246-17	Warranty Of Supplies of a Non-Complex Nature.	(JUN 2003)
All	FAR 52.246-2	Inspection of Supplies-Fixed-Price.	(JUN 2003)

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All	FAR 52.246-26	Reporting Nonconforming Items.	(AUG 1996)
All	FAR 52.247-63	Preference For U.S.-Flag Air Carriers.	(NOV 2021)
SAT	FAR 52.248-1	Value Engineering.	(JUN 2020),
All	FAR 52.249-8	Default (Fixed Price Supply and Service).	(APR 1984)
SAT	DFARS 252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	(APR 2012)
All	DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	(JAN 2023)
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All	DFARS 252.225-7056	Prohibition Regarding Business Operation with the Maduro Regime.	(JAN 2023)
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>500k	DFARS 252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	(JAN 2023)
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Applicable where software or software documentation will be delivered to gov (Non-Commercial)	DFARS 252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.	(MAR 2023)
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All	DFARS 252.227-7027	Deferred Ordering of Technical Data or Computer Software.	(APR 1988)
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!!	DFARS 252.246-7003	Notification of Potential Safety Issues.	(JAN 2023)
All	DFARS 252.247-7023	Transportation of Supplies by Sea -- Basic.	(JAN 2023)

Attachment (1)

Section E

FAR 52.246-11 (DEC/2014)

HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

(a) The contractor shall comply with the higher-level quality standard(s) listed below.

ISO 9001:2015; only design/development exclusions permitted

(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph

(a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in--

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require--

(i) Control of such things as design, work operations, in-process control, testing and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

Section F

DFARS 252.211-7003 (JAN/2023)

ITEM UNIQUE IDENTIFICATION AND VALUATION

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

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"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

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(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.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"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 <https://www.acq.osd.mil/asda/dpc/ce/ds/uniqueid.html>.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machinereadable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Governments unit acquisition cost" means

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"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.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

Contract Line,
Subline, or

Exhibit Line Item Number	Item Description
N/A	N/A

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line,
Subline, or

Exhibit Line Item Number	Item Description
N/A	N/A

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number N/A.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number N/A.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

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(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

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- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at

<http://dodprocurementtoolbox.com/site/uidregistry/> .

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at

<http://dodprocurementtoolbox.com/site/uidregistry/> ; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number N/A, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

Section I

FAR 52.244-2 (JUN/2020)

SUBCONTRACTS

(a) Definitions. As used in this clause

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: TBD

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --
- (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.i
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: TBD

(End of clause)

FAR 52.246-17 (JUN/2003)

WARRANTY OF SUPPLIES OF A NON-COMPLEX NATURE

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

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

Supplies means the end items furnished by the Contractor and related services required under the contract. The word does not include data.

(b) Contractors obligations.

- (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1,095 days after acceptance.
 - (i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and
 - (ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.
- (2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractors plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and fitness for a particular purpose are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days.

(2) Within a reasonable time after the notice, the Contracting Officer may either --

- (i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or
- (ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to

warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer --

- (A) May, for sampling purposes, group any supplies delivered under this contract;
- (B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;
- (C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
- (D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

- (A) Require an equitable adjustment in the contract price for any group of supplies.
- (B) Screen the supplies grouped for warranty action under this clause at the Contractors expense and return all nonconforming supplies to the Contractor for correction or replacement.
- (C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.
- (D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor --

- (A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

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(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of Clause)

DFARS 252.223-7007 (NOV/2003)

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 Manual 5100.76, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD Manual 5100.76 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 STOCK NUMBER	SENSITIVITY/ CATEGORY
Charge, Propelling; M204	1310-01-050-8896	7 / (VII)
Charge, Propelling; M235	1310-01-568-3208	7 / (VII)
Charge, Propelling; M236	1310-01-566-7489	7 / (VII)
Charge, Propelling; M218	1315-01-290-1598	7 / (VII)
Charge, Propelling; M219	1315-01-290-1597	7 / (VII)
Charge, Propelling; M220	1315-01-329-2575	7 / (VII)
Charge, Propelling; M658	1315-01-673-3487	7 / (VII)
Charge, Propelling; M234A1	1315-01-599-5779	7 / (VII)

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

(d) The Contractor shall allow representatives of the Defense Counterintelligence and Security Agency (DCSA), 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.

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

FAR 52.203-13 (NOV/2021)

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.

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

"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).

(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 product or commercial service 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--

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- (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 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.

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(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 exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award 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)

FAR 52.204-21 (NOV/2021)

BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS

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

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

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- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

FAR 52.204-25 (NOV/2021)

PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

"Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

"Covered foreign country" means The Peoples Republic of China.

"Covered telecommunications equipment or services" means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

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- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Interconnection arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

"Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

"Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

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"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115- 232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil> . For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil> .

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered

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telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

FAR 52.204-27 (JUN/2023)

Prohibition on a ByteDance Covered Application

(a) Definitions. As used in this clause Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, No TikTok on Government Devices Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractors employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

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(End of clause)

FAR 52.215-11 (OCT/2021)

PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS (DEVIATION 2022-00001)

- (a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed \$2 million on the date of execution of the modification, except that this clause does not apply to any modification if an exception under Federal Acquisition Regulation (FAR) 15.403-1(b) applies.
- (b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because--
- (1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
 - (2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractors Certificate of Current Cost or Pricing Data; or
 - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.
- (c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--
- (1) The actual subcontract price; or
 - (2) The actual cost to the Contractor, if there was no subcontract awarded, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.
- (d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.
 - (ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
 - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
 - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

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(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the certified cost or pricing data were available before the as of date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the as of date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the as of date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid

(1) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

FAR 52.215-12 (OCT/2021)

SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2022-O0001)

(a) Before awarding any subcontract expected to exceed \$2 million, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$2 million, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with Federal Acquisition Regulation (FAR) 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractors estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1(b) applies. If the \$2 million threshold for submission of certified cost or pricing data is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that, when entered into, exceeds \$2 million, the Contractor shall insert either--

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- (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or
- (2) The substance of the clause at 52.215-13, Subcontractor Certified Cost or Pricing Data Modifications (DEVIATION 2022-O0001).

(End of clause)

FAR 52.215-13 (OCT/2021)

SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS (DEVIATION 2022-O0001)

- (a) The requirements of paragraphs (b) and (c) of this clause shall--
 - (1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed \$2 million on the date of execution of the modification; and
 - (2) Be limited to such modifications.
- (b) Before awarding any subcontract expected to exceed \$2 million, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$2 million, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with Federal Acquisition Regulation (FAR) 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractors estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1(b) applies. If the \$2 million threshold for submission of certified cost or pricing data is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.
- (c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds \$2 million on the date of agreement on price or the date of award, whichever is later.

(End of clause)

FAR 52.215-19 (OCT/1997)

NOTIFICATION OF OWNERSHIP CHANGES

- (a) The Contractor shall make the following notifications in writing:

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(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

FAR 52.222-35 (JUN/2020)

EQUAL OPPORTUNITY FOR VETERANS

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, 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)

FAR 52.222-36 (JUN/2020)

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES

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(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 the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, 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 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)

FAR 52.223-3 (FEB/2021)

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert None)

	NSN
60mm	
M55032275BXA;-+2	PROPELLANT SPHER M38 F/60MM PROP CHG
M09312697AXA;	AA CONTAINER ASSY F/60MM
M09312786AXA;	W CLOSURE (ROLL FORM)
M59ASTM_D329AAA;13	ACETONE, ASTM D329 6810-00-281-1864
M59A-A-208BTA;D	MAKE UP FLUID F/DOMINO
M59A-A-208DTA;D	INK, BLACK #37038 LIQ TY 2 7510-00-183-7697
M59000200ATA	WL-200 WASH - FOR PRINTER HEAD CLEANING
M59A-A-3183ATA;-	PAINT, OBLITERATING, LATEX, COLOR 33446 8010-01-333-9449
M59632900ARA	PAINT, LATEX BASE, ORANGE 8010-01-333-9449
M59A-A-208DTB;D	INK, RESERVOIR
M59A-A-208ATA;D	INK F/DOMINO PRINTER 6850-14-571-8120

	NSN
81mm	
M55032275AXA;-+2	PROPELLANT SPHER M38 F/81
M09312786AXA;W	CLOSURE (ROLL FORM)
M09278773AXA;AG	CONTAINER ASSY, F/81MM
M59ASTM_D329AAA;13	ACETONE, ASTM D329 6810-00-281-1864

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M59A-A-208BTA;D	MAKE UP FLUID F/DOMINO	
M59A-A-208DTA;D	INK, BLACK #37038 LIQ TY 2	7510-00-183-7697
M59000200ATA	WL-200 WASH - FOR PRINTER HEAD CLEANING	
M59A-A-3183ATA;-	PAINT, OBLITERATING, LATEX, COLOR 33446	8010-01-333-9449
M59632900ARA	PAINT, LATEX BASE, ORANGE	8010-01-333-9449
M59A-A-208DTB;D	INK, RESERVOIR	
M59A-A-208ATA;D	INK F/DOMINO PRINTER	6850-14-571-8120

120MM NSN

M14000003AXA;-+AM1	PROPELLANT, BALL POWDER, M47	
M12977278AXA;J	CLOSURE MATERIAL (ROLL)	
M59ASTM_D329AAA;13	ACETONE, ASTM D329	6810-00-281-1864
M59A-A-208BTA;D	MAKE UP FLUID F/DOMINO	
M59A-A-208DTA;D	INK, BLACK #37038 LIQ TY 2	7510-00-183-7697
M59000200ATA	WL-200 WASH - FOR PRINTER HEAD CLEANING	
M59A-A-3183ATA;-	PAINT, OBLITERATING, LATEX, COLOR 33446	8010-01-333-9449
M59632900ARA	PAINT, LATEX BASE, ORANGE	8010-01-333-9449
M59A-A-208DTB;D	INK, RESERVOIR	
M59A-A-208ATA;D	INK F/DOMINO PRINTER	6850-14-571-8120

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

DFARS 252.225-7013 (NOV/2023)

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

"Component," means any item supplied to the Government as part of an end product or of another component.

"Customs territory of the United States" means the 50 States, the District of Columbia, and Puerto Rico.

"Eligible product" means--

- (1) Designated country end product, as defined in the Trade Agreements (either basic or alternate) clause of this contract;
- (2) Free Trade Agreement country end product, other than a Bahraini end product, a Moroccan end product, a Panamanian end product, or a Peruvian end product, as defined in the Buy American--Free Trade Agreements--Balance of Payments Program (either basic or alternate II) clause of this contract; or
- (3) Free Trade Agreement country end product other than a Bahraini end product, Korean end product, Moroccan end product, Panamanian end product, or Peruvian end product, as defined in the Buy American--Free Trade Agreements--Balance of Payments Program (either alternate IV or alternate V) clause of this contract.

"Qualifying country" and "qualifying country end product" have the meanings given in the Trade Agreements clause, the Buy American and Balance of Payments Program clause, or the Buy AmericanFree Trade AgreementsBalance of Payments Program clause of this contract, basic or alternate.

(b) Except as provided in paragraph (i) of this clause, or unless supplies were imported into the customs territory of the United States before the date of this contract or the applicable subcontract, the price of this contract shall not include any amount for duty on--

- (1) End items that are eligible products or qualifying country end products;
- (2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in U.S.- made end products to be delivered under this contract; or
- (3) Other supplies for which the Contractor estimates that duty will exceed \$300 per shipment into the customs territory of the United States.

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(c) The Contractor shall--

- (1) Claim duty-free entry only for supplies that the Contractor intends to deliver to the Government under this contract, either as end items or components of end items; and
- (2) Pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use, other than--
 - (i) Scrap or salvage; or
 - (ii) Competitive sale made, directed, or authorized by the Contracting Officer.

(d) Except as the Contractor may otherwise agree, the Government will execute duty-free entry certificates and will afford such assistance as appropriate to obtain the duty-free entry of supplies--

- (1) For which no duty is included in the contract price in accordance with paragraph (b) of this clause; and
- (2) For which shipping documents bear the notation specified in paragraph (e) of this clause.

(e) For foreign supplies for which the Government will issue duty-free entry certificates in accordance with this clause, shipping documents submitted to Customs shall--

- (1) Consign the shipments to the appropriate--
 - (i) Military department in care of the Contractor, including the Contractor's delivery address; or
 - (ii) Military installation; and
- (2) Include the following information:
 - (i) Prime contract number and, if applicable, delivery order number.
 - (ii) Number of the subcontract for foreign supplies, if applicable.
 - (iii) Identification of the carrier.
 - (iv)(A) For direct shipments to a U.S. military installation, the notation: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify Commander, Defense Contract Management Agency (DCMA), St. Louis, MO, ATTN: Duty Free Entry Team, 1222 Spruce Street, Room 9.300, St. Louis, MO 63103-2812, for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates.
 - (B) If the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to include the name and address of the contractor, agent, or broker who will notify Commander, DCMA New York, for execution of the duty-free entry certificate. (If the shipment will be consigned to a contractors plant and no duty-free entry certificate is required due to a trade agreement, the Contractor shall claim duty-free entry under the applicable trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMA New York, is required.)
 - (v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).
 - (vi) Estimated value in U.S. dollars.
 - (vii) Activity address number of the contract administration office administering the prime contract, e.g., for DCMA Dayton, S3605A.

(f) Preparation of customs forms.

- (1)(i) Except for shipments consigned to a military installation, the Contractor shall--

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

(A) Prepare any customs forms required for the entry of foreign supplies into the customs territory of the United States in connection with this contract; and

(B) Submit the completed customs forms to the District Director of Customs, with a copy to DCMA NY for execution of any required duty-free entry certificates.

(ii) Shipments consigned directly to a military installation will be released in accordance with sections 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(g) The Contractor shall--

(1) Prepare (if the Contractor is a foreign supplier), or shall instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2) Consign the shipment as specified in paragraph (e) of this clause; and

(3) Mark on the exterior of all packages--

(i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE"; and

(ii) The activity address number of the contract administration office administering the prime contract.

(h) The Contractor shall notify the Administrative Contracting Officer (ACO) in writing of any purchase of eligible products or qualifying country supplies to be accorded duty-free entry, that are to be imported into the customs territory of the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The Contractor shall furnish the notice to the ACO immediately upon award to the supplier and shall include in the notice--

(1) The Contractor's name, address, and Commercial and Government Entity (CAGE) code;

(2) Prime contract number and, if applicable, delivery order number;

(3) Total dollar value of the prime contract or delivery order;

(4) Date of the last scheduled delivery under the prime contract or delivery order;

(5) Foreign supplier's name and address;

(6) Number of the subcontract for foreign supplies;

(7) Total dollar value of the subcontract for foreign supplies;

(8) Date of the last scheduled delivery under the subcontract for foreign supplies;

(9) List of items purchased;

(10) An agreement that the Contractor will pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use other than--

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer;

(11) Country of origin; and

(12) Scheduled delivery date(s).

(i) This clause does not apply to purchases of eligible products or qualifying country supplies in connection with this contract if--

(1) The supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

(2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.

(j) Subcontracts. The Contractor shall--

(1) Insert the substance of this clause, including this paragraph (j), in all subcontracts for--

(i) Qualifying country components; or

(ii) Nonqualifying country components for which the Contractor estimates that duty will exceed \$200 per unit;

(2) Require subcontractors to include the number of this contract on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause; and

(3) Include in applicable subcontracts--

(i) The name and address of the ACO for this contract;

(ii) The name, address, and activity address number of the contract administration office specified in this contract; and

(iii) The information required by paragraphs (h)(1), (2), and (3) of this clause.

(End of clause)

DFARS 252.225-7972 (AUG/2024)

PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (DEVIATION 2024-00014)

(a) Definition. As used in this clause

Covered foreign country means any of the following:

(1) The Peoples Republic of China.

(2) The Russian Federation.

(3) The Islamic Republic of Iran.

(4) The Democratic Peoples Republic of Korea.

(b) Prohibition. In accordance with section 848 of the National Defense

Authorization Act (NDAA) for Fiscal Year (FY) 2020 and section 817 of the NDAA for FY 2023, the Contractor shall not

(1) Provide or use an unmanned aircraft system (UAS), or any related services or equipment, that

(i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;

(iii) Uses a ground control system or operating software developed in a covered foreign country, or by an entity domiciled in a covered foreign country; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;

(2) Provide or use a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or

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(3) On or after October 1, 2024, be an entity that operates equipment, as determined by the Secretary of Defense, from

- (i) Da-Jiang Innovations, or any subsidiary or affiliate of Da-Jiang Innovations;
- (ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the International Trade Administration of the Department of Commerce (<https://www.trade.gov/consolidated-screening-list>); or
- (iii) Any entity that produces or provides unmanned aircraft systems and
 - (A) Is domiciled in a covered foreign country; or
 - (B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(End of clause)