

## ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS



**American Ordnance**

*We do what we say.®*

**SPECIAL U.S. GOVERNMENT PROVISIONS.** The provisions set forth hereunder shall apply in addition to those terms in the Purchase Order/Agreement (hereinafter "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 obligations under its prime contract. Whenever said clauses include a requirement for the resolution

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

Regulatory Cite	Title
52.202-1	DEFINITIONS
52.203-3	GRATUITIES
52.203-5	COVENANT AGAINST CONTINGENT FEES
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	ANTI-KICKBACK PROCEDURES
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (applicable only if this Purchase Order is over \$150,000)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DISPLAY OF HOTLINE POSTER(S)
52.204-2	SECURITY REQUIREMENTS
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACTOR AWARDS
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS

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52.210-1	MARKET RESEARCH
52.211-5	MATERIAL REQUIREMENTS
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.214-26	AUDIT AND RECORDS-SEALED BIDDING
52.214-27	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-MODIFICATIONS-SEALED BIDDING
52.214-28	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA-MODIFICATIONS-SEALED BIDDING
52.215-2	AUDIT AND RECORDS-NEGOTIATION
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
52.215-11	PRICE REDUCTION AND DEFECTIVE COST OR PRICING DATA – MODIFICATIONS
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA-MODIFICATIONS
52.215-14	INTEGRITY OF UNIT PRICES
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-16	FACILITIES CAPITAL COST OF MONEY
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS
52.215-23	LIMITATIONS ON PASS THROUGH CHARGES
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	CONVICT LABOR
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES
52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000
52.222-21	PROHIBITION OF SEGREGATED FACILITIES
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
52.222-25	AFFIRMATIVE ACTION COMPLIANCE
52.222-26	EQUAL OPPORTUNITY
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	EMPLOYMENT REPORTS ON VETERANS
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
52.222-50	CONBATTING TRAFFICKING IN PERSONS
52.222-54	EMPLOYMENT ELIGIBILITY REQUIREMENTS
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
52.223-5	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION
52.223-7	NOTICE OF RADIOACTIVE MATERIALS
52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEM

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52.224-2	PRIVACY ACT
52.225-8	DUTY FREE ENTRY
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.225-18	PLACE OF MANUFACTURE
52.225-4503	RESTRICTIONS OF CRITICAL ITEMS AND COMPONENTS
52.227-1	AUTHORIZATION AND CONSENT
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	PATENT INDEMNITY
52.227-9	REFUND OF ROYALTIES
52.227-10	FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER
52.227-11	PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM)
52.227-13	PATENT RIGHTS-OWNERSHIP BY THE GOVERNMENT
52.227-14	RIGHTS IN DATA - GENERAL
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION
52.229-3	FEDERAL, STATE, AND LOCAL TAXES
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)
52.229-6	TAXES-FOREIGN FIXED PRICE CONTRACTS
52.230-2	COST ACCOUNTING STANDARDS
52.232-17	INTEREST
52.233-3	PROTEST AFTER AWARD
52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III
52.236-7	PERMITS AND RESPONSIBILITIES
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS
52.242-15	STOP-WORK ORDER
52.244-2	SUBCONTRACTS
52.244-5	COMPETITION IN SUBCONTRACTING
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	GOVERNMENT PROPERTY
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES
52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS
52.247-4504	TRANSPORTATION SECURITY REQUIREMENTS
52.248-1 (& ALT I, II, & III)	VALUE ENGINEERING
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES
252.203-7004	DISPLAY OF HOTLINE POSTERS
252.204-7000	DISCLOSURE OF INFORMATION
252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS

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252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT
252.208-7000	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT FURNISHED MATERIAL
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM
252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION
252.211-7007	REPORTING OF GOVERNMENT FURNISHED PROPERTY
252.215-7000	PRICING ADJUSTMENTS
252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) BASIC (DEVIATION 2016-o0009)
252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS
252.222-7007	REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS
252.223-7001	HAZARD WARNING LABELS
252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS
252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES
252.225-7000	BUY AMERICAN ACT – BALANCE OF PAYMENTS PROGRAM CERTIFICATE
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-SUBMISSION WITH OFFER
252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-SUBMISSION AFTER OFFER
252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES
252.225-7008	RESTRICTION ON ACQUISITION OF SPECIALTY METALS
252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS
252.225-7010	COMMERCIAL DERIVATIVE MILITARY ARTICLE-SPECIALTY METALS COMPLIANCE CERTIFICATE
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
252.225-7013	DUTY FREE ENTRY
252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
252.225-7025	RESTRICTIONS ON ACQUISITION OF FORGINGS
252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE
252.225-7033	WAIVER OF UNITED KINGDOM LEVIES
252.225-7048	EXPORT CONTROLLED ITEMS
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
252.227-7013 (& ALT 1)	RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION
252.227-7015	TECHNICAL DATA – COMMERCIAL ITEMS
252.227-7016	RIGHTS IN BID AND PROPOSAL INFORMATION
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE
252.227-7025	LIMITATION ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE

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252.227-7030	TECHNICAL DATA – WITHHOLDING OF PAYMENT
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
252.231-7000	SUPPLEMENTAL COST PRINCIPLES
252.235-7003	FREQUENCY AUTHORIZATION
252.236-7000	MODIFICAITON PROPOSALS – PRICE BREAKDOWN
252.243-7001	PRICING OF CONTRACT MODIFICAITONS
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)
252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT FURNISHED PROPERTY
252.245-7002	REPORTING LOSS OF GOVERNMENT FURNISHED PROPERTY
252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - BASIC
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA

### ITAR/FCPA Disclosure Certification

By signing this Purchase Order, Seller hereby certifies he has not paid, or offered or agreed to pay, or has caused to be paid, or offered or agreed to be paid directly or indirectly, in respect of this Purchase Order any political contributions, fees or commissions (as defined in Part 130 of the International Traffic In Arms Regulations ["ITAR"], as amended and/or the Foreign Corrupt Practices Act ["FCPA"], as amended).

Seller further certifies that it will not offer, pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or authorize the giving of anything of value to a Territory official (as defined in the FCPA, as amended), to any Territory political party or official thereof or any candidate for Territory political office, or to any person, while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any Territory official, to any Territory political party or official thereof, or to any candidate for Territory political office, for the purposes of:

- (a) influencing any act or decision of such Territory official, political party, party official, or candidate in his or its official capacity, including a decision to fail to perform his or its official functions; or
- (b) inducing such Territory official, political party, party official, or candidate to use his or its influence with the Territory government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist Buyer or Seller in obtaining or retaining business for or with, or directing business to Buyer or Seller.

**RECORDS RETENTION:** Seller shall retain all inspection, acceptance, quality, financial, and contractual records, documents, and supporting information required for the performance of this Purchase Order for a period of six (6) years after final payment.

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## ANTI-TRAFFICKING VIOLATIONS

Seller represents and warrants that its and its officers, employees, agents, and representatives will comply with all laws and regulations prohibiting trafficking in persons and/or the use of forced labor, and further that, Seller will, if this Order is in support of a U.S. Government program, comply with the following FAR and DFARS clauses associated with Combating Trafficking in Persons including, but not limited to: FAR 52.222-50, FAR 52.244-6, DFARS 252.203-7004, DFARS 252.222-7007, and DFARS 252.225-7040. Seller hereby agrees to defend and indemnify Buyer from and against any liability that Buyer may incur as a result of violation of any relevant law or regulation.

If applicable, Seller acknowledges it is aware of and in compliance with California's Transparency in Supply Chains Act (Cal. Civ. Code 1714.43), and will continue to be in compliance throughout the duration of this Order. If Seller does any business in the State of California, whether under this Order or otherwise, Seller shall assume that this act applies.

### Affirmative Action

For any Seller holding a contract in excess of \$100,000, the Seller shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-

741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

For any Seller holding a contract in excess of \$10,000, but less than \$100,000, the Seller shall abide by the requirements of 41 CFR 60-741.5(a).

This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**INCORPORATION OF FEDERAL CLAUSES** - The following clauses incorporated by reference shall be those in effect on the effective date of the Government Prime Contract (as amended) with Buyer to which this Order, subcontract, Purchase Order, or agreement relates. The FAR and Supplements thereto are obtainable from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Portions of the FAR are also accessible at <http://www.arnet.gov/far/>.

(A) Any reference in the following clauses to the "Disputes" clause shall mean Article 17 entitled "Disputes/Claims" of the Order to which these Terms and Conditions are attached.

(B) Seller shall insert the following provisions in lower tier subcontracts, either verbatim or in substance, and by incorporation-by reference or otherwise as appropriate.

(C) Wherever used, the terms "Contract" and "Contractor" shall mean this Order (or subcontract, Purchase Order, or agreement) and

Seller (including Seller as Bidder or Offeror), respectively. The terms "Government," "Contracting Officer," and equivalent phrases shall mean Buyer except where further clarified or modified and except that the clauses identified by \* shall have their original meaning as written in the FAR, and when identified by \*\* shall not only have their original meaning as written in the FAR, but also shall mean Buyer. "Subcontractor," however, shall mean "Seller's Subcontractor."

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.

Any reference to a "Default" clause shall mean Article 14, "Termination, For Cause" of Order to which these Terms and Conditions are attached.

## I. FAR CLAUSES

**52.203-3 Gratuities\*** (The term "agency head" means Buyer). (Rev. 4/1984.) (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)

**52.203-5 Covenant Against Contingent Fees.** (Rev. 5/2014.) (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)

**52.203-6 Restrictions on Subcontractor Sales to the Government.** (Rev. 9/2006.) (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)

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**52.203-7 Anti-Kickback Procedures.** (Rev. 5/2014.)

Applicable if this Order exceeds \$150,000, except that paragraph (c)(1) of FAR 52.203-7 is not included in this Order. Paragraph (c)(4) is revised by deleting “The Contracting Officer may” and inserting “To the extent the Contracting Officer has effected an offset at the prime contract level or has directed Buyer to withhold any sum from the Seller, Buyer may ....”

**52.211-15 Defense Priority and Allocation Requirements.** (Rev.4/2008.)

If this Order is a “rated order” as indicated by a DPAS rating elsewhere in this Order, Seller will follow all the provisions of the Defense Priorities and Allocation System Regulations.

**52.214-26 Audit and Records-Sealed Bidding.** (Rev. 10/2010.) (Applicable if this Order exceeds the threshold for obtaining certified cost or pricing data at FAR 15.403-4(a)(1) and is awarded by sealed bidding procedures; required documentation will be provided to the USG.)

**52.214-27 Price Reduction for Defective Certified Cost or Pricing Data — Modifications — Sealed Bidding.** (Rev. 8/201 required documentation will be provided only to the USG and substitution language does not apply.)

In paragraph (d), the term “Contracting Officer” does not change. Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR.

**52.214-28 Subcontractor Certified Cost or Pricing Data — Modifications — Sealed Bidding.** (Rev. 10/2010.)

Applicable if at the time the Order was entered into, it exceeded the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1); required documentation will be provided only to the USG and substitution language does not apply.

**52.215-2 Audit and Records — Negotiation.\*** (Rev. 10/2010) (required documentation will be provided only to the USG and substitution language does not apply.)

(Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101 (this will apply to the USG only and the substitution language above shall not apply to this clause.)

**52.215-10 Price Reduction for Defective Certified Cost or Pricing Data.** (Rev. 8/2011.) (Applicable to Orders for which it is contemplated cost or pricing data will be required.)

In paragraph (c) the term “Contracting Officer” does not change. Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR.

**52.215-11 Price Reduction for Defective Certified Cost of Pricing Data — Modifications.** (Rev. 8/2011.)

(Applicable to Orders for which it is contemplated cost or pricing data will be required for modifications and the Order includes FAR 52.215-10.)

In paragraph (d), the term “Contracting Officer” does not change. Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR.

**52.215-12 Subcontractor Certified Cost or Pricing Data.** (Rev. 10/2010.)

Applicable if the Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1). required documentation will be provided only to the USG and substitution language does not apply.)

**52.215-13 Subcontractor Certified Cost or Pricing Data — Modifications.** (Rev. 10/2010.)

Applicable if the Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1). required documentation will be provided only to the USG and substitution language does not apply.)

**52.215-14 Integrity of Unit Prices.** (Rev. 10/2010.) Alt. I (Rev. 10/1997.) (Applicable, except for paragraph (b), if this Order exceeds the simplified acquisition threshold in FAR 2.101; required documentation will be provided only to the USG and substitution language does not apply.)

**52.215-15 Pension Adjustments and Asset Reversions.** (Rev. 10/2010.)

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Applicable in solicitations and purchase orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31; required documentation will be provided only to the USG and substitution language does not apply.)

**52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions.** (Rev. 7/2005.)

Applicable in solicitations and purchase orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31..

**52.215-19 Notification of Ownership Changes.** (Rev. 10/1997.)

Applicable in solicitations and purchase orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31.

**52.219-8 Utilization of Small Business Concerns.** (Rev. 10/2018.), (Applicable only if this Order offers further subcontracting opportunities).

**52.219-9 Small Business Subcontracting Plan.** (Rev. 1/2017.) (Deviation 2013-O0014)

(Applicable only if this Order offers further subcontracting opportunities, exceeds \$700,000, and Seller is not a Small Business Concern.)

**52.222-4 Contract Work Hours and Safety Standards — Overtime Compensation.** (Rev.5/2014).

Applicable if this Order requires employment of laborers or mechanics. In addition, Buyer may withhold or recover from the Seller any sums the Contracting Officer withholds or recovers from Buyer because of a violation of a provision of this clause by the Seller or Seller's subcontractor.

**52.222-26 Equal Opportunity.** (Rev. 9/2016.)

Subparagraphs (c)(1) through (11) of FAR 52.222-26 only are included in this Order.

**52.222-35 Equal Opportunity for Veterans.** (Rev. 10/2015.) (Applicable if the Order is for \$150,000 or more.)

**52.222-36 Equal Opportunity for Workers with Disabilities.** (Rev. 7/2014.)

Applicable if this Order exceeds \$15,000. Paragraph (b)(2) is revised to delete "provided by or through the Contracting Officer" and insert "provided upon request by the Contracting Officer through the Buyer's Purchasing Representative."

**52.222-37 Employment Reports on Veterans.** (Rev. 2/2016.) (Applicable if the clause at 52.222-35 is applicable.)

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement.\*\*** (Rev. 12/2007.) (Applicable if the Order is expected to exceed the simplified acquisition threshold at FAR 2.101.)

**52.227-9 Refund of Royalties.** (Rev. 4/1984.) (Applicable if the amount of royalties reported during negotiation of the subcontract exceeds \$250.)

**52.228-5 Insurance — Work on a Government Installation.** (Rev. 1/1997.) (Applicable if this Order requires work on a Government installation.)

**52.233-3 Protest After Award.** (Rev. 8/1996.)

Under Paragraph (f) of this clause, the Buyer may withhold or recover from Seller any sums the Contracting Officer withholds or recovers from Buyer because of an intentional or negligent misstatement, misrepresentation or miscertification of the Seller which results in a bid protest being sustained.

**52.242-15 Stop-Work Order.** (Rev. 8/1989.)

The words "ninety (90) days" are changed to "one hundred (100) days" and the words "thirty (30) days" are changed to "twenty (20) days" wherever they appear.

**52.245-2 Government Property Installation Operation Services** (Rev. 4/2012)

"Government" means "Government" and/or "Buyer"

**52.248-1 & Alt. I, II, & III Value Engineering** (Rev. 10/2010) (Applicable if this Order exceeds \$100,000.)

**52.249-2 Termination for Convenience of the Government – Fixed Price** (Rev. 4/2012)

# ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

Paragraph (c): Change “120 Days” to “80 days”

Paragraph (d): Plant clearance procedure is omitted

Paragraph (e): The time for submission of the final termination settlement proposal is changed from “1 year” to “8 months” from the effective date of termination.

Paragraph (l): The time for submission of an equitable adjustment after a partial termination is changed from “90 days” to “60 days” from the effective date of termination.

## II. DFARS CLAUSES

**252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.** (Rev. 12/2008.)  
(Applicable to first tier subcontractors only if this Order exceeds the simplified acquisition threshold in FAR Part 2 and the Prime Contract is not for commercial items. “Government” is not changed in this clause.)

**252.203-7004 Display of Hotline Posters.** (Rev. 10/2016.) (Applicable in subcontracts exceeding \$5,500,000)

**252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting** (Rev. 10/2016.)

Subcontractor is required to –

- (i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and
- (ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

**252.215-7000 Pricing Adjustments.** (Rev. 12/2012)

(This will apply to the USG only and the substitution language above shall not apply to this clause.)

**252.219-7003 Small Business Subcontracting Plan (DoD Contracts) Basic.** (Rev. 8/2016.)

(Applicable to Orders over \$700,000). **(Deviation 2016-O0009)**

**252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives.** (Rev. 9/1999.)

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

Nomenclature: 120mm M830A1 HEAT-MP-T

NSN: 1315-01-333-0534

Sensitivity/Category: 3 / III

**252.225-7004 Report of Intended Performance Outside the United States and Canada — Submission after Award.** (Rev. 10/2015.)

Applicable to first tier subcontracts over \$550,000. Paragraphs (c)(4) and (c)(5) are omitted. Seller shall provide reports to the Buyer in substantially the form prescribed in the DFARS.

**252.225-7013 Duty-Free Entry.** (Rev. 5/2016.)

Paragraph (e) is modified to read “The Buyer will obtain from the Government duty-free entry certificates and afford such assistance as appropriate to obtain the duty-free entry of qualifying country supplies for which the shipping documents bear the notation specified in paragraph (f) of this clause. “ No change to “Contracting Officer”, “Government”, “prime contractor”, or “prime contract” in paragraphs (c), (d), (i), or (k); except change “Contracting Officer administering the prime contract” and “contract administration office” in paragraph (i) to “Buyer’s Purchasing Representative” and “Contracting Officer” in paragraph (i)(10) to “Government”.

**252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises And Native Hawaiian Small Business Concerns.** (Rev. 9/2004.) (Applicable if this Order exceeds \$500,000.)

**252.227-7013 & Alt. I Rights in Technical Data – Noncommercial Items.** (Rev. 2/2014.)

“[T]o the Contractor” is deleted from (b)(1)(vi) and “contract or” and “thereunder” is deleted from (b)(1)(ix). “Buyer or” is added before “Government” in (c) and (i). The second and third occurrences of “Contracting Officer” are changed to “Government” in

## **ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS**

(e)(4) “And the Government” is added after “parties” in (h)(1). In (h)(2) “sixty (60)” is changed to “fifty (50)” days. No substitutions for “Government” are made.

**252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.** (Rev. 2/2014.)

“[T]o the Contractor” is deleted from (b)(1)(iii) and “contract or” and “thereunder” is deleted from (b)(1)(vi). “Buyer or” is added before “Government” in (i). The second and third occurrences of “Contracting Officer” have been changed to “Government” in (e)(4). “And the Government” is added after “parties” in (h)(1). In (h)(2) “sixty (60)” is changed to “fifty (50)” days. No substitutions for “Government” are made.

**252.227-7016 Rights in Bid or Proposal Information.** (Rev. 1/2011.)

No substitutions for “Government” or “Contracting Officer” are made.

**252.227-7019 Validation of Asserted Restrictions — Computer Software.** (Rev. 9/2016.) “Buyer’s Purchasing Representative” is substituted for “Contracting Officer” in paragraph (b), otherwise no substitutions are made for “Contracting Officer” or “Government.” In paragraphs (f)(5) and (f)(6) “the prime contract” is substituted for “this contract.”

**252.227-7030 Technical Data — Withholding of Payment.** (Rev. 3/2000.)

“Buyer” is substituted for “Contracting Officer” in paragraph (a). In paragraph (b), “or Buyer” is added after “Government.”

**252.227-7037 Validation of Restrictive Markings on Technical Data.** (Rev. 9/2016.)

In paragraph (b), “Contractor’s” remains in the clause with a lower case “c.” In paragraphs (c) and (d)(I), “hereunder” is inserted after “subcontract.” In paragraphs (f) and (g)(2)(i), change “this contract” to “the prime contract,” and in paragraph (i), change “a contract” to “the prime contract.” No substitutions for “Government” or “Contracting Officer” are made.

**252.231-7000 Supplemental Cost Principles** (Rev. 12/1991)

(This will apply to the USG only and the substitution language above shall not apply to this clause.)

**252.243-7001 Pricing of Contract Modifications** (Rev. 12/1991)

(This will apply to the USG only and the substitution language above shall not apply to this clause.)

### **III. ADDITIONAL FAR/DFARS CLAUSES**

AO reserves the right to add FAR/DFARS clauses and other contract terms in Section III of the subject Terms and Conditions in addition to any special provisions that may be required to be flowed down from its customer.