

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 of disputes between the Parties in accordance with the FAR “Disputes” clause, the dispute shall instead be disposed of in

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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
52.203-10	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
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB OR OTHER COVERED ENTITIES
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
52.211-5	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

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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
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9 (& ALT II)	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION
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 VETERNAS
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
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEM
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
52.227-1	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)

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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
52.232-17	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
52.248-1 (& 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
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
252.208-7000	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT FURNISHED MATERIAL
252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION
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 COMBATTING TRAFFICKING IN PERSONS
252.223-7001	HAZARD WARNING LABELS
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

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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
252.225-7008	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
252.225-7040	CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES
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
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	MODIFICATION PROPOSALS – PRICE BREAKDOWN
252.243-7001	PRICING OF CONTRACT MODIFICATIONS
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES
252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM
252.246-7008	SOURCES OF ELECTRONIC PARTS
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - BASIC
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA

COUNTERFEIT GOODS: In addition to all other warranties provided under this Purchase Order, Seller warrants that any and all electronic Goods delivered hereunder are new and not refurbished or used, are being supplied by the original equipment manufacturer (OEM) or its expressly authorized agent or distributor, and that Seller has documented traceability of the Goods or components to the OEM. Likewise, for any CFM provided from Buyer to Seller, Buyer warrants that any and all electronic Goods delivered

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hereunder are new and not refurbished or used, are being supplied by the OEM or its expressly authorized agent or distributor, and that Seller has documented traceability of the Goods or components to the OEM. If electronic parts are delivered to Buyer under this Purchase Order, Seller must have a counterfeit avoidance program in conformance with AS5553. Seller must replace any Goods that are not genuine, new and unused items and any counterfeit items will not be returned to the Seller which is a requirement of counterfeit parts DFARS provisions. Seller must provide the following with shipment of the items upon request of Buyer:

- (1) Certificate of Conformance (C of C), certifying the items are genuine and meet all Purchase Order and original manufacturer requirements.
- (2) Traceability information to original manufacturer.
- (3) Results from any additional inspections, tests, and examinations as required by this Purchase Order.

Any Goods for which the above requirements are not met shall be considered defective under this Purchase Order and may be rejected by Buyer or returned. Seller shall not return any counterfeit Goods to the supply chain and shall ensure these Goods are stored for inspection. All counterfeit parts received by Seller must be reported to Buyer immediately. Seller shall be liable to Buyer for any damages, costs, penalties, judgments, or fines against Buyer to the extent caused by Seller's failure to meet all requirements of this Clause and, at Buyer's election, Seller may also be required to deliver suitable replacement Goods traceable to the OEM, meeting all OEM specifications. Seller shall include the substance of this clause in all of its sub-tier contracts with its suppliers providing components in support of this Purchase Order.

CONFLICT MINERALS: In addition to all other warranties provided under this Purchase Order, Seller warrants that the Goods delivered hereunder are free from Gold, Tungsten (Wolframite), Tantalum (Columbit-Tantalite) or Tin (Cassiterite), hereafter referred to as "Conflict Minerals", that have originated in the Democratic Republic of Congo, Central African Republic, Angola, Burundi, Rwanda, South Sudan, Tanzania, Uganda or Zambia, hereafter referred to as "DRC". For purposes of this Clause, Conflict Minerals purchased from scrap or recycled sources are not considered to have originated from the DRC. Seller is required to review all materials and components which are necessary for the functionality or production of the Goods being sold under this Purchase Order and disclose annually whether any of the Conflict Minerals are present, and if so, those that originated in the DRC, and to provide a chain of custody if the Conflict Minerals do originate from the DRC. The Seller shall determine the country of origin (where the materials were originally mined and processed) or whether the minerals originated from scrap or recycled sources. Seller must provide the following prior to shipment of the items upon request of Buyer:

- (1) Country of Origin Inquiry (17 CFR 250 and 249B) documentation certifying that items are free from Conflict Minerals that have originated in the DRC.
- (2) Traceability information on raw material sub-tier suppliers.
- (3) To the extent an audit has been performed, results from any independent private sector audit; certifying that such an audit was obtained, including the audit report as part of the Country of Origin Inquiry and identifying the auditor.

Any goods for which the above requirements are not met shall be considered defective under this Purchase Order and may be rejected by Buyer or returned. Seller shall be liable to Buyer for any damages, costs, penalties, judgments, or fines against Buyer to the extent caused by Seller's failure to meet all requirements of this Clause and, at Buyer's election, Seller may also be required to deliver suitable replacement Goods at Seller's cost.

Seller shall include the substance of this clause in all of its sub-tier contracts with its suppliers providing components in support of this Purchase Order.

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

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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.

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.

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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.)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

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”

(If applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions.* (Rev.10/2010.) (Applicable if this Order exceeds \$150,000).

(g) *Subcontracts.*

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$150,000

52.203-13 Contractor Code of Business Ethics and Conduct (Rev. 10/2015).

(Applicable if this Order exceeds \$5,500,000.00 and a performance of more than 120 days)

52.203-14 Display of Hotline Poster(s) (Rev. 10/2015). (Applicable if this Order exceeds \$5,500,000.00 unless the subcontract is for a commercial item OR is performed entirely outside of the United States)

(When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document)

52.204-2 Security Requirements.* (Rev. 8/1996.) (Excluding any reference to the Changes clause in the prime contract).

52.204-9 Personal Identity Verification of Contractor Personnel. (Rev. 1/2011.)

(The substance of this clause is applicable in all subcontracts 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.)

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Rev. 7/2018)

(The language of this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Rev. 10/2015.)

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(a) Definition. “Commercially available off-the-shelf (COTS) item,” as used in this clause--

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government’s interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract in excess of \$35,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$35,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions).

The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor’s knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government’s interests when dealing with such subcontractor in view of the specific basis for the party’s debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceed \$35,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items

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 of \$2,000,000 (or as otherwise listed in 15.403-4(a)(1)) and is awarded by sealed bidding procedures.) (When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause, including paragraph (e), is contained within this document.)

52.214-27 Price Reduction for Defective Certified Cost or Pricing Data — Modifications — Sealed Bidding. (Rev. 8/2011.)

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). (When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause, including paragraph (d), is contained within this document.)

52.215-2 Audit and Records — Negotiation.* (Rev. 10/2010.)

(Applicable in all subcontracts that exceed the simplified acquisition threshold and (1) are cost-reimbursable, incentive, time-and-materials, labor hour, or price-redeterminable type or any combination of these; (2) for which certified cost or pricing data are required; or (3) that require the subcontractor to furnish reports as discussed in paragraph (e) of this clause. When applicable, this

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clause, in its entirety, is hereby flowed down as if the language of the clause, including paragraph (g), is contained within this document.)

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). When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

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). When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause, including paragraph (d), is contained within this document.)

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.) When applicable, this clause, less paragraph (b), is hereby flowed down as if the language of the clause is contained within this document.)

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

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. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.

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. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.

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. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.

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

52.219-9 & Alt. II Small Business Subcontracting Plan. (Rev. 8/2018.) (Class Deviation 2018-O0018, Aug 13, 2018)

(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.5/2018).

Applicable if this Order requires employment of laborers or mechanics. When applicable, paragraphs (a) through (d) is hereby flowed down as if the language of the clause is contained within this document and the subcontractor is responsible for same at any lower-tier subcontractor. 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 (b)(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.)

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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.)

52.222-40 Notification of Employee Rights under the National Labor Relations Act. (Rev. 12/2010.)

(Applicable in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009.)

When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.

52.222-50 Combating Trafficking In Persons (Rev. 3/2015.)

Paragraph (h) of this clause is applicable to portions of the subcontract that are for supplier, other than commercially off-the-shelf items, acquired outside of the United States, or services to be performed outside the United States; and has an estimated value that exceeds \$500,000.

52.222-54 Employment Eligibility Verification. (Rev. 10/2015.)

(Applicable in subcontracts for Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and are normally provided for that COTS item; or Construction services; AND has a value of \$3500 or more; AND includes work performed in the United States.)

52.223-7 Notice of Radioactive Materials. (Rev. 1/1997.) (Applicable in subcontracts or radioactive materials meeting paragraph (a) of this clause. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

52.224-2 Privacy Act. (Rev. 4/1984.) (Applicable in all subcontracts which requires the design, development, or operation of such a system of records.)

52.225-8 Duty Free Entry. (Rev. 10/2010.) (Applicable when supplies on this subcontract will be imported into the customs territory of the United States. When applicable, the substance of this clause is hereby flowed down as if the language of the clause is contained within this document.)

52.225-13 Restrictions on Certain Foreign Purchases.* (Rev. 6/2008.) (The language of this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

52.227-1 Authorization and Consent. (Rev. 12/2007.) (Applicable for all subcontracts that exceed the simplified acquisition threshold. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

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. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

52.227-9 Refund of Royalties. (Rev. 4/1984.) (Applicable if the amount of royalties reported during negotiation of the subcontract exceeds \$250. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

52.227-10 Filing of Patent Applications--Classified Subject Matter. (Rev. 12/2007.) (Applicable in subcontracts that cover or are likely to cover classified subject matter. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

52.228-5 Insurance — Work on a Government Installation. (Rev. 1/1997.) (Applicable if this Order requires work on a Government installation. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

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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.

52.234-1 Industrial Resources Developed Under Defense Production Act Title III. (Rev. 9/2016.) (This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

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.

52.244-6 Subcontracts for Commercial Items. (Rev. 10/2018.) (This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

52.245-1 Government Property (Rev. 1/2017.) (When the subcontract is to be performed outside of the United States of America, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished", respectively.)

Additional requirements:

1. Supplier must have an approved Property Management System. AO will perform an annual audit of the system to ensure compliance.
2. Inventories must be completed annually and reported to the AO buyer. Other reports such as receiving, shipping, etc. must be available as needed.
3. Any loss, theft, damage, or destruction of government property must be reported immediately to the AO buyer. The contractor's liability is outlined in FAR 52.245-1(h). Loss of Government property is defined in FAR 52.245-1(a).

The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all

Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

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

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

52.247-63 Preference for U.S.-Flag Air Carriers. (Rev. 6/2003.) (Applicable in subcontracts that may involve international air transportation. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

52.248-1 & Alt. I, II, & III Value Engineering. (Rev. 10/2010.) (Applicable if this Order exceeds \$150,000.)

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

Paragraph (c): Change “120 days” to “45 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 “3 months” from the effective date of termination.

Paragraph (l): The time for submission of a proposal for an equitable adjustment after a partial termination is changed from “90 days” to “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) ((When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (Rev. 10/2016)

Replace “Contracting Officer” with “Buyer”

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Rev. 10/2016.) (Applicable in subcontracts for operationally critical support or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

Subcontractor must notify Contractor when submitting a request to vary from a NIST SP 800-171 security requirement, in accordance with paragraph (b)(2)(ii)(B) of this clause. Subcontractor must provide the incident report number, automatically assigned by DoD, to the Contractor as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material. (Rev. 12/1991.) (Applicable in solicitations and subcontracts wherein the purchase contains precious metals, defined as silver, gold, platinum, palladium, iridium, rhodium, or ruthenium. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

252.219-7003 Small Business Subcontracting Plan (DoD Contracts). (Rev. 4/2018.) and **Class Deviation 2018-O0007**

(Applicable to Orders over \$700,000 when the subcontract is issued to a Large Business).

252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials - Basic. (Rev. 9/2014.)

(Applicable in subcontracts (at any tier) that require, may require, or permit a subcontractor to access a U.S.G. Department of Defense installation, at any subcontract tier.)

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

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

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

Nomenclature: [to be updated if identified in the Prime Contract]

NSN: [to be updated if identified in the Prime Contract]

Sensitivity/Category: [to be updated if identified in the Prime Contract]

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

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

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

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

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(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.

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 \$700,000. Paragraphs (c)(4) and (c)(5) are omitted. Seller shall provide reports to the Buyer in substantially the form prescribed in the DFARS.

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals. (Rev. 10/2014.) (Applicable in all subcontracts, including subcontracts for commercial items, that are for items containing specialty metals, as defined in this clause. When applicable, paragraphs (a) through (c) and paragraph (e)(2) are flowed down as if the language of each paragraph are contained within this document.)

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

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.

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings. (Rev. 6/2011.) (Applicable in subcontracts for items that contain roller bearings. Not applicable for commercial items. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

252.225-7025 Restriction on Acquisition of Forgings. (Rev. 12/2009.) (Applicable in subcontracts for forging items or for other items that contain forging items. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

252.225-7033 Waiver of United Kingdom Levies. (Rev. 4/2003.) (Applicable in subcontracts for supplies where a lower tier subcontract exceeding \$1 Million with a U.K. firm is anticipated. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States. (Rev. 10/2015.) (Applicable when subcontractor personnel are supporting U.S. Armed Forces deployed outside of the United States in (1) Contingency Operations; (2) Peace operations consistent with Joint Publication 3- 07.3; or (3) Other military operations or military exercises, when designated by Combatant Commander or as directed by the Secretary of Defense. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

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 (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. This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document. This clause is required to be flowed down to subcontractors at all levels.

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

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.” This clause is required to be flowed down to subcontractors at all levels that are furnishing computer software for U.S. Government end use.

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.

This clause is required to be flowed down to subcontractors at all levels that are delivering technical data. .

252.235-7003 Frequency Authorization. (Rev. 3/2014.)

(Applicable to subcontractors for development, production, construction, testing, or operation of a device for which a radio frequency is required. This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DOD Contracts). (Rev. 6/2013.)

(This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

252.246-7003 Notification of Potential Safety Issues. (Rev. 6/2013.)

(Applicable to subcontractors for parts identified as safety items, systems and subsystems, assemblies, and subassemblies integral to system, or repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Rev 8/2016)

(Applicable to Subcontractors subject to Cost Accounting Standards under 41 U.S.C. chapter 15 and when electronic parts or assemblies containing electronic parts are provided, including subcontracts for commercial items). (When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

252.246-7008 Sources of Electronic Parts (Rev 5/2018)

(Applicable when electronic parts or assemblies containing electronic parts are provided, including subcontracts for commercial items, unless the subcontractor is the original manufacturer). (When applicable, this clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

252.247-7023 Transportation of Supplies by Sea - Basic. (Rev. 4/2014.)

(This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

252.247-7024 Notification of Transportation of Supplies by Sea. (Rev. 3/2000.)

(This clause, in its entirety, is hereby flowed down as if the language of the clause is contained within this document.)

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.