

Appendix 1
To
BUYER'S TERMS AND CONDITIONS OF PURCHASE REFERENCED IN AN ORDER
DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)
AND FEDERAL ACQUISITION REGULATION (FAR) FLOWDOWN PROVISIONS
FOR PURCHASE ORDERS UNDER A U.S. GOVERNMENT CONTRACT

This Appendix 1 shall apply to Goods, Service, Software and/or Works supplied under any Order placed by Buyer which incorporates this document by reference. Buyer and Supplier shall be the same as those defined in the Order listing this-
Appendix 1.

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- I. The FAR and DFARS clauses cited herein are incorporated by reference at the effective version found in Buyer's Prime Contract or higher-tier subcontract under which the Order relates (is a subcontract) and with the same force and effect as if they were given in full text, including any notes. In the event of any conflict between the provisions listed herein and any other terms of the Order, the terms of the Order shall supersede.
 - II. The listed FAR and DFARS clauses are incorporated herein as if set forth in full text of the Order and shall apply to the extent which that clause is not otherwise exempted or excluded by the applicable Federal Acquisition Regulation ("FAR") or Defense Federal Acquisition Supplement ("DFARS") regulation or provision.
 - III. Supplier shall include the appropriate FAR and DFARS clauses as required in any lower-tier Subcontract.
 - IV. Where necessary to derive the proper meaning under any applicable FAR and DFARS clauses, the terms "Contractor" means "Supplier", Contracting Officer and/or Administrative Contract Officer means "Buyer", "Contract" means the Order incorporating this Appendix 1 and "Government" and "United States" means "Buyer or the Government" as applicable. However, 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, (2) when title to property is to be transferred directly to the Government and (3) in FAR 52.227-1, 52.227-2 and DFARS 252.227-7013 and 252.227-7014.
 - V. Supplier and Supplier's subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 60.741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, colour, religion, sex or national origin. These regulations require affirmative action by covered prime contractors, and subcontractors to employ, and advance in employment of individuals without regard to race, colour, religion, sex, national origin, protected veteran status or disability. For the avoidance of doubt subcontracts shall include sub-suppliers in all forms.
 - VI. Any reference to "Disputes" clause shall mean Disputes/Jurisdiction in Buyer's terms and conditions of purchase referenced in the Order.
 - VII. In the event that the U.S. Government modifies the FAR or FAR supplements, or otherwise passes laws or regulations and such FAR, FAR Supplements, laws or regulations, include a requirement for Buyer to flow down such requirements to Supplier, then such FAR, FAR Supplements, laws or regulations shall apply to Orders placed including this Appendix 1 after the date that such FAR, FAR Supplements, laws or regulations become effective and shall take precedence over any conflicting provisions contained in this Appendix 1 with respect to Works destined for US Government end use.
 - VIII. Notwithstanding anything herein to the contrary in this Appendix 1 Supplier confidential financial data, including but not limited to rates and make up of such rates, shall only be submitted directly to the US Government.
 - IX. If Buyer furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that Buyer, acting on its own behalf, may modify or limit any rights the Government may have to authorize Supplier's use of such Furnished Items in support of other U. S. Government prime contracts.

Section I : Applicable for All Orders

The below FAR and DFARS are applicable for all orders of Commercial and Non-Commercial Items (as defined under FAR 2.101), unless otherwise exempted by such clause(s). Buyer reserves the right to make final determination of any clause applicability or assertion of Commerciality by Supplier. Supplier shall provide Buyer all information as required by Buyer with regard to any assertion of commerciality or exemption.

Federal Acquisition Regulation (FAR)

- 52.203-7 **Anti-Kickback Procedures**
NOTE: The substance of this clause, except subparagraph (c)(1), is applicable to any Order and all lower-tier subcontracts which exceed \$150,000. Supplier shall immediately notify Buyer of any alleged violations involving any of Buyer's or Supplier's employees.
- 52.203-12 **Limitation on Payments to Influence Certain Federal Transactions**
NOTE: Applicable to any Order greater than \$150,000.
- 52.203-13 **Contractor Code of Business Ethics and Conduct**
NOTE: Applicable to any Order greater than \$5,500,000 and period of performance greater than 120 days.
NOTE: Notwithstanding any alterations to this clause to reflect the relationship between Buyer and Supplier, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the Office of the Inspector General of the agency issuing the Prime Contract under which this Order is being issued, with a copy to the Contracting Officer of the Prime Contract.
- 52.203-15 **Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009**
- 52.203-17 **Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower**
NOTE: Applicable to any Order greater than the simplified acquisition threshold.
- 52.204-21 **Basic Safeguarding of Covered Contractor Information Systems (subject to FAR 4.1903)**
NOTE: Applicable to all Orders at any tier for other than commercially available off-the-shelf items.
- 52.212-5 **Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items**
- 52.219-8 **Utilization of Small Business Concerns**
NOTE: Applicable unless Order is for personal services, or the Order, together with all of its subcontracts, will be performed entirely outside the U.S. and its outlying areas.
- 52.222-4 **Contract Work Hours and Safety Standards -- Overtime Compensation**
NOTE: Applicable to Orders at any tier greater than \$150,000.
- 52.222-17 **Nondisplacement of Qualified Workers**
NOTE: Applicable to any Order greater than the simplified acquisition threshold.
- 52.222-20 **Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000**
NOTE: Applicable to any Order greater than \$15,000 or lower threshold if effective under older, higher-tier contract.
- 52.222-21 **Prohibition of Segregated Facilities**
NOTE: Applicable if Equal Opportunity clause has been determined to apply to this Order.
- 52.222-26 **Equal Opportunity**
NOTE: Applicable only (i) if this Order is not exempted by Secretary of Labor under Executive Order 11246 as amended per FAR 22.807, and (ii) then only with respect to provisions of subparagraphs (b) (1) through (b)(11) [binding Supplier thereto].
- 52.222-35 **Equal Opportunity for Veterans**
NOTE: Applicable to any Order of \$100,000 or more.
- 52.222-36 **Equal Opportunity for Workers With Disabilities.**
NOTE: Applicable to any Order greater than \$15,000 or lower threshold if effective under older, higher-tier contract.
- 52.222-37 **Employment Reports on Veterans**
NOTE: Applicable to any Order of \$100,000 or more.
- 52.222-40 **Notification of Employee Rights Under the National Labor Relations Act**
NOTE: Applicable to any Order greater than \$10,000.
- 52.222-41 **Service Contract Labor Standards**
NOTE: Applicable only to the extent that such clause is in Buyer's higher-tier contract and this Order is subject to the Service Contract Labor Standards statute.
- 52.222-50 **Combating Trafficking in Persons**

- 52.222-51 **Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements**
- 52.222-53 **Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements**
- 52.222-54 **Employment Eligibility Verification**
NOTE: Applicable to any Order greater than \$3,500 with a period of performance of 120 days or greater.
- 52.222-55 **Minimum Wages Under Executive Order 13658**
NOTE: Applicable to Orders subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute
- 52.222-56 **Certification Regarding Trafficking in Persons Compliance Plan.**
- 52.222-60 **Paycheck Transparency (Executive Order 13673)**
NOTE: Applicable to Orders at any tier greater than \$500,000, for other than commercially available off-the-shelf items.
- 52.222-62 **Paid Sick Leave Under Executive Order 13706**
- 52.224-3 **Privacy Training**
- 52.225-26 **Contractors Performing Private Security Functions Outside the United States**
- 52.226-6 **Promoting Excess Food Donation to Nonprofit Organizations**
- 52.227-11 **Patent Rights -- Ownership by the Contractor**
- 52.232-39 **Unenforceability of Unauthorized Obligations**
- 52.232-40 **Providing Accelerated Payments to Small Business Subcontractors**
- 52.242-15 **Stop-Work Order**
NOTE: The 90 day period in the first and fourth sentences of paragraph (a) is changed to 120 days.
- 52.243-1 **Changes – Fixed Price**
- 52.244-6 **Subcontracts for Commercial Items**
- 52.247-64 **Preference for Privately Owned U.S.-Flag Commercial Vessels**

Defense Federal Acquisition Regulation Supplement (DFARS)

- 252.204-7009 **Limitation on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information**
- 252.204-7012 **Safeguarding Covered Defense Information and Cyber Incident Reporting**
NOTE: Applicable to all Orders at any tier unless the Order is solely for commercially available off-the-shelf items.
- 252.204-7014 **Limitations on the Use or Disclosure of Information by Litigation Support Contractors**
- 252.204-7015 **Disclosure of Information to Litigation Support Contractors**
- 252.208-7000 **Intent to Furnish Precious Metals as Government-Furnished Material**
NOTE: Applicable to any Order and all lower-tier subcontracts unless it is known that the item being purchased contains no precious metals.
- 252.209-7004 **Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.**
NOTE: Applicable to any Order of \$150,000 or more.
- 252.211-7000 **Acquisition Streamlining**
NOTE: Applicable to any Order greater than \$1,500,000 and which stems from a Prime Contract under a systems acquisition program.
- 252.222-7007 **Representation Regarding Combating Trafficking in Persons**
NOTE: Applicable to any Order greater than the simplified acquisition threshold.
- 252.223-7001 **Hazard Warning Labels**
NOTE: Applicable to any Order which requires delivery of hazardous materials.
- 252.223-7002 **Safety Precautions for Ammunition and Explosives**
NOTE: Applicable to any Order involving articles furnished containing ammunition or explosives. Government safety representatives may evaluate Supplier compliance.
- 252.223-7003 **Change in Place of Performance--Ammunition and Explosives**
NOTE: Applicable if DFARS 252.223-7002 applies to this Order.
- 252.223-7007 **Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives**
NOTE: Applicable to any Order and all lower-tier subcontracts involving arms, ammunition and explosives.
- 252.223-7008 **Prohibition of Hexavalent Chromium**

NOTE: Applicable to any Order for Products, maintenance and repair Services, or construction materials unless the exceptions listed in DFARS 223.7304 apply.

- 252.225-7001 **Buy American and Balance of Payments Program**
- 252.225-7007 **Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military**
- 252.225-7008 **Restriction on Acquisition of Specialty Metals**
- 252.225-7009 **Restriction on Acquisition of Certain Articles Containing Specialty Metals.**
NOTE: Exclude paragraphs (d) and (e)(1); paragraph (c)(6) is hereby deleted.
NOTE: Upon Supplier notification of noncompliance with the terms of this clause and the provision of specific information related to the source of the noncompliance, Buyer will facilitate management of the allowance for up to 2% otherwise noncompliant specialty metal content in the end item. The 2% minimal content exception does not apply to and cannot be used to exempt specialty metals contained in high performance magnets.
- 252.225-7010 **Commercial Derivative Military Article-Specialty Metals Compliance Certificate**
- 252.225-7012 **Preference for Certain Domestic Commodities.**
NOTE: Applicable to any Order greater than the simplified acquisition threshold.
- 252.225-7013 **Duty-Free Entry**
- 252.225-7015 **Restriction on Acquisition of Hand or Measuring Tools**
- 252.225-7021 **Trade Agreements**
- 252.225-7025 **Restriction on Acquisition of Forgings**
- 252.225-7028 **Exclusionary Policies and Practices of Foreign Governments.**
- 252.225-7030 **Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate**
- 252.225-7033 **Waiver of United Kingdom Levies**
- 252.225-7036 **Buy American—Free Trade Agreements--Balance of Payments Program**
- 252.225-7040 **Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States**
NOTE: Applicable to all Orders where subcontractor personnel are supporting U.S. Armed Forces deployed outside the U.S.
- 252.225-7043 **Antiterrorism/Force Protection for Defense Contractors Outside the United States**
- 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 **Rights in Technical Data--Noncommercial Items**
- 252.227-7015 **Technical Data--Commercial Items**
- 252.227-7016 **Rights & bids of proposal information 1/2011 GB reviewed**
- 252.227-7017 **Identification and Assertion of Use, Release, or Disclosure Restrictions**
- 252.227-7019 **Validation of Asserted Restrictions--Computer Software**
- 252.227-7025 **Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive**
- 252.227-7026 **Deferred Delivery of Technical Data or Computer Software**
- 252.227-7027 **Deferred Ordering of Technical Data or Computer Software**
- 252.227-7028 **Technical Data or Computer Software Previously Delivered to the Government**
- 252.227-7030 **Technical Data--Withholding of Payment**
- 252.227-7037 **Validation of Restrictive Markings on Technical Data**
- 252.227-7038 **Patent Rights—Ownership by the Contractor (Large Business)**
- 252.227-7039 **Patents--Reporting of Subject Inventions**
- 252.228-7001 **Ground and Flight Risk**
NOTE: Applicable if included in Buyer's higher-tier contract.
- 252.228-7005 **Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles.**
- 252.235-7003 **Frequency Authorization**
NOTE: Authorization shall be through or coordinated with Buyer's PCO.
- 252.239-7000 **Protection Against Compromising Emanations**
NOTE: Applicable to Orders for computer equipment or systems to process Classified Information.
- 252.239-7010 **Cloud Computing Services**
- 252.239-7016 **Telecommunications Security Equipment, Devices, Techniques, and Services**
- 252.239-7018 **Supply Chain Risk**
- 252.243-7001 **Pricing of Contract Modifications**
- 252.244-7000 **Subcontracts for Commercial Items**

- 252.246-7001 **Warranty of Data**
- 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.**

NOTE: Applicable in any Order and all lower-tier subcontracts for ocean transportation of supplies. Paragraphs (f) and (g) shall not apply if this Order or any lower-tier subcontract is at or below the simplified acquisition threshold.

NOTE: Paragraph (c), first sentence has been modified as to read "Supplier and its subcontractors may request that Buyer obtain Government authorization for shipment..." "45" is changed to "60" days in paragraph (d) and "30" to "20" in paragraph (e). In paragraph (e), delete "and the division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590." In paragraph (g) "for the purposes of the Prompt Payment clause of this contract" is deleted.

NOTE: Supplier agrees to indemnify and hold Buyer harmless against any loss, damage or expense suffered by Buyer as a result of Supplier's failure to comply with the requirements of this clause.

- 252.247-7024 **Notification of Transportation of Supplies by Sea.**
- 252.249-7002 **Notification of Anticipated Contract Termination or Reduction**

Section II : Applicable to All Orders for Non-Commercial Items

The below FAR and DFARS are applicable for all Orders of Non-Commercial Items. Buyer reserve the right to make final determination of any clause applicability. Supplier shall provide Buyer all information as required by Buyer with regard to any assertion of exemption.

Federal Acquisition Regulation (FAR)

- 52.203-3 **Gratuities**
NOTE: As used in this clause, "Government" means "Buyer" (except "Government" means "Buyer or Government" in the phrase "to any officer or employee of the Government"), "hearing" means opportunity to be heard, and "in any competent court", means "pursuant to the Disputes clause contained herein".
- 52.203-5 **Covenant Against Contingent Fees**
- 52.203-6 **Restrictions on Subcontractor Sales to the Government**
NOTE: Applicable to any Order greater than the simplified acquisition threshold.
- 52.203-14 **Display of Hotline Poster(s)**
NOTE: Applicable to any Order greater than \$5,500,000 and period of performance greater than 120 days (commercial items exempt).
- 52.203-16 **Preventing Personal Conflicts of Interest**
NOTE: Applicable to any Order greater than \$150,000
- 52.203-18 **Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation**
- 52.203-19 **Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements**
- 52.204-2 **Security Requirements**
NOTE: Delete paragraph (c).
NOTE: Applicable if this Order involves access to Classified Information.
- 52.204-9 **Personal Identity Verification of Contractor Personnel**
- 52.204-10 **Reporting Executive Compensation and First-Tier Subcontract Awards.**
- 52.209-6 **Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment**
- 52.211-5 **Material Requirements**
- 52.211-15 **Defense Priority and Allocation Requirements**
NOTE: Clause is applicable unless this Order provides no DPAS rating.
- 52.215-2 **Audit and Records – Negotiation**
NOTE: Applicable to any Order greater than the simplified acquisition threshold.
- 52.215-10 **Price Reduction for Defective Certified Cost or Pricing Data**
NOTE: Applicable to any Order when cost or pricing data are required.
- 52.215-11 **Price Reduction for Defective Certified Cost or Pricing Data – Modifications**
NOTE: Applicable if FAR 52.215-10 is not applicable to this Order.
- 52.215-12 **Subcontractor Certified Cost or Pricing Data**
NOTE: Applicable to any Order when cost or pricing data are required.
- 52.215-13 **Subcontractor Certified Cost or Pricing Data – Modifications**
NOTE: Applicable if FAR 52.215-12 is not applicable to this Order.
- 52.215-14 **Integrity of Unit Prices**
NOTE: Delete paragraph (b).
NOTE: Applicable to any Order greater than the simplified acquisition threshold.
- 52.215-15 **Pension Adjustments and Asset Reversions**
NOTE: Applicable to any Order when cost or pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.
- 52.215-16 **Facilities Capital Cost of Money**
NOTE: Applicable only if this Order is subject to the Cost Principles at FAR Subpart 31.2 and Supplier proposed Facilities Capital Cost of Money in its offer.
- 52.215-17 **Waiver of Facilities Capital Cost of Money**
NOTE: Applicable only if this Order is subject to the Cost Principles at FAR Subpart 31.2 and Supplier did not propose Facilities Capital Cost of Money in its offer.
- 52.215-18 **Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions**
NOTE: Applicable to any Order when cost or pricing data are required or for which any pre-award or post-

- award cost determinations will be subject to FAR Part 31.
- 52.215-19 **Notification of Ownership Changes**
NOTE: Applicable to any Order when cost or pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Subpart 31.2.
- 52.215-20 **Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data**
- 52.215-21 **Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data Modifications**
- 52.215-22
- 52.215-23 **Limitations on Pass-Through Charges**
NOTE: Applicable to any Order when the total estimated Order value exceeds the threshold for obtaining cost or pricing data in FAR 15.403- 4 and the contemplated contract type is expected to be any contract type except those contract types listed in FAR 15.408(n)(2)(i)(B)(2). Supplier shall notify Buyer in writing if: (1) Supplier changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under this Order. The notification shall identify the revised cost of the subcontract effort and shall include verification that Supplier will provide added value; or (2) Any subcontractor changes the amount of lower-tier subcontractor effort such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).
- 52.216-7 **Allowable Cost and Payment** (Seller agrees to execute assignment documents in order to comply with subsection (h).
- 52.216-8 **Fixed Fee** (Applicable if this is a cost plus fixed fee Purchase Order)
- 52.216-10 **Incentive Fee** (Applicable if this is a cost plus incentive fee Purchase Order)
- 52.216-11 **Cost Contract-No Fee** (Applicable if this is a cost no fee Purchase Order)
- 52.216-12 **Cost Sharing Contract-No Fee** (Applicable if this is a cost sharing, no fee Purchase Order)
- 52.216-16 **Incentive Price Revision -- Firm Target**
NOTE: Applicable to any FPIF Order or line item.
- 52.216-17 **Incentive Price Revision -- Successive Targets**
NOTE: Applicable to any FPIS Order or line item.
- 52.219-9 **Small Business Subcontracting Plan**
NOTE: Applicable to any Order greater than \$700,000 or lower threshold if effective under older higher-tier contract.
- 52.222-1 **Notice to the Government of Labor Disputes**
- 52.222-2 **Payments for Overtime Premium** (Insert 0% in paragraph (a) unless otherwise stated on the Purchase Order)
- 52.223-3 **Hazardous Material Identification and Material Safety Data**
NOTE: Entry is considered to be "none" unless Supplier explicitly states otherwise within its quotation or proposal. ALTI applies if procurement is for other than the Department of Defense.
- 52.223-5 **Pollution Prevention and Right-to-Know Information**
- 52.223-7 **Notice of Radioactive Materials**
- 52.223-11 **Ozone-Depleting Substances**
- 52.223-18 **Encouraging Contractor Policies to Ban Text Messaging While Driving**
- 52.224-1 **Privacy Act Notification**
- 52.224-2 **Privacy Act**
- 52.225-1 **Buy American—Supplies**
- 52.225-5 **Trade Agreements**
- 52.225-8 **Duty-Free Entry**
NOTE: Applicable only if such clause is contained in Buyer's higher-tier contract under which any reduced duty-free entry thresholds shall apply. Under paragraph (c)(1), change "20 days" to "30 days." Under paragraph (c)(2), change "10 days" to "20 days".
- 52.225-13 **Restriction on Certain Foreign Purchases**
NOTE: Clause is applicable if purchased item is other than commercial item or component per clause at FAR 52.244-6.
- 52.227-1 **Authorization and Consent**
NOTE: Applicable only if contained in the controlling Prime Contract and to any Order greater than the simplified acquisition threshold.
- 52.227-2 **Notice and Assistance Regarding Patent and Copyright Infringement**

NOTE: Applicable to any Order greater than the simplified acquisition threshold.

52.227-9 **Refund of Royalties**

52.227-10 **Filing of Patent Applications -- Classified Subject Matter**

52.227-13 **Patent Rights - Ownership by the Government**

52.227-14 **Rights in Data- General**

52.227-19 **Commercial Computer Software License**

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**

NOTE: Applicable on any Order that requires work on a Government installation.

52.230-2 **Cost Accounting Standards**

52.230-3 **Disclosure and Consistency of Cost Accounting Practices**

52.230-4 **Disclosure and Consistency of Cost Accounting Practices for Contracts Awarded to Foreign Concerns**

52.230-5 **Cost Accounting Standards-Educational Institution**

52.230-6 **Administration of Cost Accounting Standards**

52.232-7 **Payments under Time-and-Materials and Labor-Hour Contracts**

52.232-17 **Interest**

52.232-20 **Limitation of Cost**

52.232-22 **Limitation of Funds**

52.233-3 **Protest After Award**

52.234-1 **Industrial Resources Developed Under Defense Production Act Title III**

NOTE: Applicable only if this Order is identified elsewhere herein as stemming from a major system Prime Contract.

52.236-13 **Accident Prevention**

52.237-2 **Protection of Government Buildings, Equipment, and Vegetation**

NOTE: Applicable to any work performed on a Government installation. "Government" thereunder means Buyer, prime contractor [if not Buyer], and any upper-tier subcontractor.

52.242-13 **Bankruptcy**

NOTE: Any such notification shall be to Buyer. After "for all Government contracts," insert "with Supplier".

52.243-2 **Changes-Cost Reimbursement** (Applicable to cost-reimbursement Purchase Orders)

52.243-3 **Changes-Time and Material or Labor-Hours** (Applicable to time and material or labor-hour Purchase Orders)

52.243-6 **Change Order Accounting**

52.244-2 **Subcontracts**

52.244-5 **Competition in Subcontracting**

52.245-1 **Government Property**

"Contractor" means "Supplier," and "Government" shall mean Government throughout except the first time it appears in paragraph (g)(l) when "Government" shall mean the Government or the Buyer. Paragraph (h)(l) is deleted and replaced by the following: "Supplier assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government property upon its delivery to Supplier as Government-furnished property. However, Supplier is not responsible for reasonable wear and tear to Government Property or for Government property properly consumed in performing this Contract."

NOTE: Applicable to any Order if Government property is furnished to Supplier.

NOTE: In the phrases "Government Property", "Government-furnished property", and in references to title to property, "Government" shall not mean "Buyer". The following is added as paragraph (n): "Contractor shall provide Buyer immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system".

52.246-2 **Inspection of Supplies—Fixed-Price**

52.246-3 **Inspection of Supplies (Cost Reimbursement)** (Applicable to cost-reimbursement Purchase Orders)

52.246-4 **Inspection of Services—Fixed-Price**

NOTE: Alternate I applies if this Order is fixed-price incentive type.

52.246-5 **Inspection of Services (Cost Reimbursement)** (Applicable to cost-reimbursement Purchase Orders)

52.246-6 **Inspection of Time and Material or Labor-Hour** (Applicable to time and material or labor-hour Purchase Orders)

52.247-63 **Preference for U.S.-Flag Air Carriers**

NOTE: Applicable to any Order and lower-tier subcontracts that involve international air transportation and are greater than the simplified acquisition threshold.

- 52.248-1 **Value Engineering**
NOTE: Applicable to any Order of \$150,000 or more except as specified in FAR 48.201(a).
NOTE: In paragraph (j), "Contracting Officer" means the U.S. Government Contracting Officer, and, in the legend of paragraph (m), "Government" means both the U.S. Government and Buyer. DOD deviation applies if this Order stems from higher-tier contract with DOD.
- 52.249-2 **Termination for Convenience of the Government (Fixed-Price)**
- 52.249-5 **Termination for Convenience of the Government (Educational and other Nonprofit Institutions)**
- 52.249-6 **Termination (Cost Reimbursement)**
- 52.249-8 **Default (Fixed-Price Supply and Service)**
- 52.249-14 **Excusable Delays**

Defense Federal Acquisition Regulation Supplement (DFARS)

- 252.203-7001 **Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies**
NOTE: Applicable to all first-tier Orders greater than the simplified acquisition threshold.
- 252.203-7002 **Requirement to Inform Employees of Whistleblower Rights**
- 252.203-7003 **Agency Office of the Inspector General**
- 252.203-7004 **Display of Hotline Posters**
NOTE: Applicable to Orders greater than \$5,500,000, except for Orders for commercial items or lower-tier subcontracts performed entirely outside the U.S.
- 252.204-7000 **Disclosure of Information**
- 252.211-7003 **Item Unique Identification and Validation**
- 252-211-7007 **Reporting of Government-Furnished Property**
- 252.215-7000 **Pricing Adjustments**
NOTE: Applicable when it is contemplated that Cost or Pricing Data will be required.
- 252.219-7003 **Small Business Subcontracting Plan (DoD Contracts).**
NOTE: Applicable to any Order anticipated to be valued at \$700,000 or lower threshold if effective under older, higher-tier contract.
- 252.222-7006 **Restrictions on the Use of Mandatory Arbitration Agreements**
NOTE: Failure to comply with this provision will be considered a material breach and, at the sole discretion of Buyer, may result in termination for default or cause.
- 252.223-7006 **Prohibition on Storage and Disposal of Toxic and Hazardous Materials**
- 252.225-7002 **Qualifying Country Sources as Subcontractors**
- 252.225-7016 **Restriction on Acquisition of Ball and Roller Bearings.**
NOTE: Applicable to any Order and all lower-tier subcontracts if Product supplied contains ball or roller bearings.
- 252.225-7031 **Secondary Arab Boycott of Israel**
- 252.227-7014 **Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation**
- 252.231-7000 **Supplemental Cost Principles**

Section III: Certifications and Representations

Supplier acknowledges that Buyer will rely upon Supplier certifications and representations of this Appendix 1, including any representations and certifications contained in any other form of written offer, proposal or quote received by Buyer from Supplier. Supplier shall immediately notify Buyer of any change of status regarding any certification or representation.

Federal Acquisition Regulation (FAR)

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

(Applicable to solicitations and contracts exceeding \$150,000)

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

"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).

The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. SUPPLIER hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of an Order

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this Order, SUPPLIER shall complete and submit, with its offer, to BUYER OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. SUPPLIER need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this Order imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.209-5 Certification Regarding Responsibility Matters.

(a)(1) SUPPLIER certifies, to the best of its knowledge and belief, that--

(i) SUPPLIER and/or any of its Principals--

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of Orders by any Federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii) Supplier has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an

amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

(b) SUPPLIER shall provide immediate written notice to BUYER if, at any time prior to contract award, SUPPLIER learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that SUPPLIER knowingly rendered an erroneous certification, in addition to other remedies available, BUYER may terminate this contract for default.

52.222-22 Previous Contracts and Compliance Reports.

(a) SUPPLIER represents that if SUPPLIER has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (1) Supplier has filed all required compliance reports and (2) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(b) Paragraph (a) applies only to the extent (1) SUPPLIER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.

52.222-25 Affirmative Action Compliance

(a) SUPPLIER represents: (1) that SUPPLIER has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, SUPPLIER will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Contract.

(b) Paragraph (a) applies only to the extent (1) SUPPLIER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.