

## Federal Acquisition Regulation (FAR) and Department of Defense FAR Supplement (DFARS)

If a Purchase Order should incorporate (or reference) a U.S. Government Prime Contract ("Prime Contract"), in addition to the terms and conditions set forth in Part I of such Purchase Order, the following FAR and DFARS clauses are incorporated by reference as Part II thereof, with the same force and effect as if they were given in full text in the Purchase Order.

When a FAR or DFARS clause uses a word or term that is defined in the FAR or DFARS in effect on the date of the Purchase Order, the word or term shall have the same meaning as in the definition set forth in FAR 2.101 or DFARS 2.101, as applicable, unless (a) a different definition is expressly set forth in the Purchase Order, (b) the part, subpart, or section of the FAR or DFARS where the clause is prescribed sets forth a different meaning, or (c) the word or term is defined in FAR Part 31, for use in the cost principles and procedures. If the date or substance of any clause listed below is different than the date or substance of the clause that is actually incorporated in the Prime Contract, the date or substance of the clause incorporated in the Prime Contract shall apply instead.

Where necessary to make the following clauses applicable to the Purchase Order, the term "Contractor" shall mean "Seller," the term "Contracting Officer" shall mean "Buyer," and the term "Government" shall mean "Buyer" or the U.S. Government, as appropriate. A "Prime Contract" may be between Buyer and the U.S. Government or between Buyer and its higher-tier contractor in support of a contract with the U.S. Government.

If any of the following FAR or DFARS clauses do not apply to a particular purchase order, Seller must identify in writing to Buyer which clauses do not apply, and Buyer must respond in writing with its agreement to Seller's determination, thereby causing such clauses to be automatically deleted from the Purchase Order. Seller shall, at the request of Buyer, accept amendments to Part II of the Purchase Order to incorporate additional provisions or to change provisions thereof in order to comply with the provisions of the applicable Prime Contract, or amendments to such Prime Contract, to the extent reasonably deemed necessary by Buyer. If any such amendment to the Purchase Order results in an increase or decrease in the cost of, or time for, performance under the Purchase Order, an appropriate equitable adjustment will be made, in accordance with the "Changes" section in Part I of the Purchase Order.

Clauses followed by an asterisk (\*) are not applicable to the acquisition of commercial items, as defined in FAR 2.101. Other clauses, by nature of their subject matter, will also be inapplicable to commercial items.

### (A) FAR

1. The following FAR clauses apply to the Purchase Order.

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| 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   |
| 52.203-12 | 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)   |
| 52.203-15 | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 ( <i>applicable to contracts funded under the Recovery Act</i> )                |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights   |
| 52.204-2  | Security Requirements ( <i>for contracts involving access to classified information</i> )  |
| 52.204-9  | Personal Identity Verification of Contractor Personnel ( <i>where personnel have routine access to a federally controlled facility and/or information system</i> ) |
| 52.204-23 | Prohibition on Contracting with Kaspersky Lab and Related Units  |
| 52.204-24 | Representation Regarding Certain Surveillance Services/Equipment   |
| 52.204-25 | Prohibition on Contractor for Certain Surveillance Services/Equipment  |
| 52.204-26 | Covered Telecommunications Equipment and Services  |

52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	52.222-14	Disputes Concerning Labor Standards
52.209-13	Violation of Arms Control Treaties or Agreements Certification	52.222-15	Certification of Eligibility
52.211-5	Material Requirements	52.222-16	Approval of Wage Rates
52.211-15	Defense Priority and Allocation Requirements	52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products
52.215-2	Audit and Records—Negotiation (Where applicable)	52.222-20	Walsh Healey Public Contracts Act*
52.215-12	Subcontractor Certified Cost or Pricing Data (Where applicable)	52.222-21	Prohibition of Segregated Facilities
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications	52.222-26	Equal Opportunity
52.215-14	Integrity of Unit Prices	52.222-35	Equal Opportunity for Veterans
52.215-15	Pension Adjustments and Asset Reversions	52.222-36	Equal Opportunity for Workers with Disabilities
52.215-16	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	52.222-37	Employment Reports on Veterans
52.215-19	Notification of Ownership Changes	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (where the Purchase Order exceeds \$10,000 and supports a contract in excess of \$100,000)
52.215-23	Limitations on Pass-Through Charges	52.222-41	Service Contract Act of 1965
52.216-7	Allowable Cost and Payment	52.222-50	Combating Trafficking in Persons
52.216-32	Task Order and Delivery Order Ombudsman	52.222-51	Exemption for Application of the Service Contract Act to Contracts for the Maintenance, Calibration, or Repair of Certain Equipment—Requirements
52.217-9	Option to Extend the Term of the Contract	52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements
52.219-8	Utilization of Small Business Concerns (Where applicable)	52.222-54	Employment Eligibility Verification (not applicable with respect to certain commercially available off-the-shelf items)
52.222-1	Notice to the Government of Labor Disputes (if included in Prime Contract)	52.222-55	Minimum Wages Under Executive Order 13658
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	52.223-1	Biobased Product Certification (relating to delivery or use of USDA-designated items)
52.222-6	Davis-Bacon Act	52.223-3	Hazardous Material Identification and Material Safety Data (if delivery of hazardous materials is required)
52.222-7	Withholding of Funds	52.223-4	Recovered Material Certification (relating to EPA designated items)
52.222-8	Payrolls and Basic Records	52.223-7	Notice of Radioactive Materials (applicable to contracts involving covered radioactive materials)
52.222-9	Apprentices and Trainees	52.223-11	Ozone-Depleting Substances (relating to supplies containing or manufactured with ozone depleting substances)
52.222-10	Compliance with Copeland Act Requirements		
52.222-11	Subcontracts (Labor Standards)		
52.222-12	Contract Termination—Debarment		
52.222-13	Compliance with Davis-Bacon and Related Act Regulations		

52.223-15	Energy Efficiency in Energy Consuming Products	52.227-18	Rights in Data—Existing Works
52.223-18	Contractor Policy to Ban Text Messaging While Driving	52.227-19	Commercial Computer Software License
52.224-2	Privacy Act ( <i>where contract involves the design, development, or operation of system of records on individuals to accomplish an agency function</i> )	52.227-20	Rights in Data—SBIR Program
52.225-1	Buy American Act—Supplies	52.227-21	Technical Data Declaration, Revision, and Withholding of Payment—Major Systems ( <i>applicable to major systems acquisitions or support of major systems acquisitions</i> )
52.225-2	Buy American Act Certificate ( <i>if FAR 52.225-1 is included in contract</i> )	52.227-22	Major System—Minimum Rights ( <i>applicable to major systems acquisitions or support of major systems acquisitions</i> )
52.225-3	Buy American Act—Free Trade Agreements—Israeli Trade Act	52.227-23	Rights to Proposal Data (Technical) ( <i>where applicable</i> )
52.225-8	Duty-Free Entry*	52.228-3	Workers' Compensation Insurance (Defense Base Act) ( <i>where Defense Base Act applies</i> )
52.225-9	Buy American Act—Construction Materials	52.228-4	Workers' Compensation and War- Hazard Insurance—Overseas ( <i>where applicable, to certain public-work contracts performed outside the United States</i> )
52.225-13	Restrictions Purchases on Certain Foreign Purchases	52.229-8	Taxes—Foreign Cost-Reimbursement Contracts ( <i>where applicable</i> )
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States ( <i>where subcontractor personnel perform work outside the United States under designated circumstances</i> )	52.229.9	Taxes—Cost-Reimbursement Contracts with Foreign Governments ( <i>where applicable</i> )
52.225-21	Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials	52.230-2	Cost Accounting Standards* ( <i>where applicable</i> )
52.227-1	Authorization and Consent	52.230-3	Disclosure and Consistency in Cost Accounting Practices ( <i>where applicable</i> )
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	52.230-5	Cost Accounting Standards— Educational Institution ( <i>where applicable</i> )
52.227-3	Patent Indemnity	52.230-6	Administration of Cost Accounting Standards ( <i>where applicable</i> )
52.227-9	Refund of Royalties* ( <i>where the amount of royalties reported exceeds \$250</i> )	52.232-16	Progress Payments ( <i>where applicable</i> )
52.227-10	Filing of Patent Applications— Classified Subject Matter* ( <i>where subcontract covers or is likely to cover classified subject matter</i> )	52.232-17	Interest
52.227-11	Patent Rights—Ownership by the Contractor* ( <i>where applicable</i> )	52.232-27	Prompt Payment for Construction Contracts
52.227-13	Patent Rights—Ownership by the Government*	52.232-32	Performance Based Payments ( <i>where applicable</i> )
52.227-14	Rights in Data—General	52.232-40	Providing Accelerated Payments to Small Business Contractors ( <i>Where applicable</i> )
52.227-16	Additional Data Requirements	52.233-3	Protest After Award
52.227-17	Rights in Data—Special Works	52.234-1	Industrial Resources Developed Under Defense Production Act Title III* ( <i>relating to major systems and items of supply</i> )

52.234-4	Earned Value Management System— Solicitations provisions and contract clause (where applicable)	52.246-18	Warranty of Supplies of a Complex Nature
		52.246-20	Warranty of Services
52.236-13	Accident Prevention	52.246-21	Warranty of Construction
52.237-3	Continuity of Services (where applicable)	52.246-26	Reporting Nonconforming Items (Mandatory for All Non-Commercial Contracts)
52.242-15	Stop-Work Order	52.247-3	Capability to Perform a Contract for the Relocation of a Federal Office (where applicable)
52.242-17	Government Delay of Work	52.247-63	Preference for U.S.-Flag Air Carriers*
52.243-1	Changes—Fixed Price	52.247-64	Preference for Privately Owned U.S.- Flag Commercial Vessels
52.243-2	Changes—Cost Reimbursement	52.248-1	Value Engineering (Where applicable)
52.243-3	Changes—Time-and-Materials or Labor- Hours	52.248-3	Value Engineering—Construction* (if required by Buyer)
52.243-4	Changes	52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)
52.243-5	Changes and Changed Conditions	52.249-2	Termination for Convenience of the Government (Fixed Price)
52.244-6	Subcontracts for Commercial Items	52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)
52.245-1	Government Property	52.249-4	Termination for Convenience of the Government (Services)
52.245-2	Government Property Installation Operation Services	52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions)
52.245-9	Use and Charges	52.249-6	Termination (Cost-Reimbursement)
52.246-2	Inspection of Supplies—Fixed-Price	52.249-7	Termination (Fixed-Price Architect- Engineer)
52.246-3	Inspection of Supplies—Cost- Reimbursement	52.250-1	Indemnification Under Public Law 85-804 (where applicable and only upon Buyer's prior written approval)
52.246-4	Inspection of Services—Fixed-Price		
52.246-5	Inspection of Services—Cost- Reimbursement		
52.246-6	Inspection—Time-and-Material and Labor- Hour		
52.246-7	Inspection of Research and Development— Fixed Price		
52.246-8	Inspection of Research and Development— Cost-Reimbursement	2.	The following FAR clauses apply to contracts that exceed \$100,000.
52.246-9	Inspection of Research and Development (Short Form)	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.246-16	Responsibility for Supplies	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (if FAR 52.222- 35 is included in contract)
52.246-17	Warranty of Supplies of a Noncomplex Nature		

52.223-14	Toxic Chemical Release Reporting*( <i>for competitively awarded contracts</i> )	52.215-12	Subcontractor Cost or Pricing Data* ( <i>applicable if FAR 52.215-10 is included in contract</i> )
3.	The following FAR clauses apply to contracts that exceed \$150,000.	52.215-13	Subcontractor Cost or Pricing Data—Modifications* ( <i>applicable if FAR 52.215-11 is included in contract</i> )
52.203-3	Gratuities	52.215-14	Integrity of Unit Prices*
52.203-5	Covenant Against Contingent Fees*	52.215-15	Pension Adjustments and Asset Reversions*
52.203-6	Restrictions on Subcontractor Sales to the Government ( <i>Alternate 1 applies to the acquisition of commercial items</i> )	52.215-18	Reversion of Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions*
52.203-7	Anti-Kickback Procedures*	52.215-19	Notification of Ownership Changes*
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	52.219-8	Utilization of Small Business Concerns ( <i>applicable where Seller is not a small business concern</i> )
52.203-13	Contractor Code of Business Ethics and Conduct ( <i>applicable where contract value equals or exceeds \$5,000,000 and contract performance will exceed 120 days</i> )	52.219-9	Small Business Subcontracting Plan ( <i>applicable where Seller is not a small business concern and the Purchase Order exceeds \$650,000 and offers subcontracting opportunities</i> )
52.214-26	Audit and Records—Sealed Bidding*( <i>if award is based on sealed bidding and expected to exceed the threshold of FAR 15.403-4(a)(1) for submission of cost or pricing data</i> )	52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation* ( <i>where applicable</i> )
52.214-27	Price Reduction for Defective Cost or Pricing Data—Modifications—Sealed Bidding* ( <i>where Purchase Order is for contract awarded by sealed bidding and expected to exceed the threshold of FAR 15.403-4(a)(1) for submission of cost or pricing data</i> )	52.225-5	Trade Agreements ( <i>where contract exceeds \$203,000 and other conditions apply</i> )
52.214-28	Subcontractor Cost or Pricing Data—Modifications—Sealed Bidding* ( <i>if award is based on sealed bidding and expected to exceed the threshold of FAR 15.403-4(a)(1) for submission of cost or pricing data</i> )	52.225-6	Trade Agreements Certificate ( <i>if FAR 52.225-5 is included in contract</i> )
52.215-2	Audit and Records—Negotiation*	52.227-1	Authorization and Consent*
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data* ( <i>where the submission of cost or pricing data is required</i> )	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement* ( <i>if FAR 52.227-1 is included in contract</i> )
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications* ( <i>where the submission of cost or pricing information is required for modifications</i> )	52.228-5	Insurance—Work on a Government Installation ( <i>where applicable</i> )
		52.229-6	Taxes—Foreign Fixed-Price Contracts ( <i>where applicable</i> )
		52.229-7	Taxes—Fixed-Price Contracts with Foreign Governments ( <i>where applicable</i> )
		52.248-1	Value Engineering*

**(B) DFARS**

1. The following DFARS provisions and clauses apply to the Purchase Order if it is placed under a U.S. Government Department of Defense ("DoD") contract.

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| <p>252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies* (<i>if contract exceeds \$150,000</i>)</p> <p>252.203-7002 Requirements to inform Employees of Whistleblower Rights</p> <p>252.203-7004 Display of Fraud Hotline Posters</p> <p>252.204-7000 Disclosure of Information</p> <p>252.204-7008 Export-Controlled Items</p> <p>252.204-7009 Limitations on the Use or Disclosure of Third Party Contractor Reported Cyber incident information</p> <p>252.204-7012 Safeguarding Covered Defense Information and Cyber incident Reporting</p> <p>252.204-7016 Defense Telecommunications Equipment/Services Representation</p> <p>252.204-7017 Defense Telecommunications Equipment/Services Representation</p> <p>252.204-7018 Defense Telecommunications Equipment/Services Representation</p> <p>252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements</p> <p>252.204-7020 NIST SP 800-171 DoD Assessment Requirements</p> <p>252.204-7021 Cybersecurity Maturity Model Certification Requirements</p> <p>252.208-7000 Intent to Furnish Precious Metals and Government-Furnished Material (<i>if contract exceeds \$150,000</i>)</p> <p>252.211-7003 Item Identification and Valuation (<i>where the Purchase Order includes the acquisition of item(s) for which unique identification is required</i>)</p> <p>252.215-7006 Use of Employees or Individual Subcontractors Who are Members of the Selected Reserve (<i>where applicable</i>)</p> <p>252.215-7010 Cost or Pricing Data—Certified and Other</p> | <p>252.215-7011 Proposal Submissions to DOD</p> <p>252.215-7012 Proposal Submissions via Electronic Means</p> <p>252.215-7013 Supplies and Services Provided by Nontraditional Defense Contractors</p> <p>252.215-7014 Exception from Cost or Pricing Data for FMS Offsets</p> <p>252.215-7015 Program Should-Cost Review</p> <p>252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (<i>if contract includes FAR 52.219-9</i>)</p> <p>252.219-7004 Small Business Subcontracting Plan (Test Program) (<i>if contract includes FAR 52.219-8 and FAR clause 52.219-9 is applicable</i>)</p> <p>252.222-7000 Restrictions on Employment of Personnel (<i>where applicable</i>)</p> <p>252.223-7001 Hazard Warning Labels (<i>where submission of hazardous material data sheets is required</i>)</p> <p>252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials* (<i>where Seller is required or permitted to dispose of non-DoD-owned toxic or hazardous materials</i>)</p> <p>252.223-7008 Prohibition of Hexavalent Chromium (<i>Where applicable</i>)</p> <p>252.225-7000 Buy American Act—Balance of Payments Program Certificate (<i>where FAR 52.252-2 is included in contract</i>)</p> <p>252.225-7001 Buy American Act and Balance of Payments Program</p> <p>252.225-7003 Report of Intended Performance Outside the United States and Canada—Submission with Offer (<i>where Purchase Order exceeds \$650,000 and work may be performed outside the United States or Canada</i>)</p> <p>252.225-7004 Report of Intended Performance Outside the United States and Canada—Submission After Award (<i>where Purchase Order exceeds \$650,000 and work may be performed outside the United States or Canada</i>)</p> <p>252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States* (<i>where Purchase Order exceeds \$650,000</i>)</p> |
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- and work will be or has been performed outside the United States)*
- 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (*where Seller will provide items covered by the United States Munitions List*)
- 252.225-7008 Restriction on Acquisition of Specialty Metals (*for contracts that exceed \$150,000*)
- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (*for contracts that exceed \$150,000*)
- 252.225-7011 Restriction on Acquisition of Supercomputers (*applicable if Purchase Order include acquisition of supercomputer*)
- 252.225-7012 Preference for Certain Domestic Commodities (*where contract exceeds \$150,000*)
- 252.225-7013 Duty Free Entry
- 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (*where contract exceeds \$150,000 and requires delivery of hand or measuring tools*)
- 252.225-7020 Trade Agreements Certificate (*where applicable*)
- 252.225-7021 Trade Agreements (*where applicable*)
- 252.225-7022 Trade Agreements Certificate—Inclusion of Iraqi End Products (*where applicable*)
- 252.225-7023 Preference for Products or Services from Iraq or Afghanistan (*if required by Prime Contract*)
- 252.225-7024 Requirement for Products or Services from Iraq or Afghanistan (*if required by Prime Contract*)
- 252.225-7025 Restriction on Acquisition of Forgings (*where Purchase Order is for forging items or other items that include forging items*)
- 252.225-7026 Acquisition Restricted to Products or Services from Iraq or Afghanistan (*if required by Prime Contract*)
- 252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (*applicable where such materials will be used or purchased by contractors working in a government or DoD facility*)
- 252.225-7035 Buy American Act—Free Trade Agreements—Balance of Payments Program Certificate (*where included in Prime Contract*)
- 252.225-7036 Buy American Act—Free Trade Agreements—Balance of Payments Program (*where included in Prime Contract*)
- 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (*relating to air circuit breakers for naval vessels, unless an exception or waiver applies*)
- 252.225-7048 Export-Controlled items
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (*where contract exceeds \$500,000*)
- 252.227-7013 Rights in Technical Data—Noncommercial Items\* (*where Seller is to deliver noncommercial technical data to Buyer for delivery to the government under the Prime Contract*)
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation\* (*where Seller is to deliver noncommercial computer software and/or documentation to Buyer for delivery to the government under the Prime Contract*)
- 252.227-7015 Technical Data—Commercial Items
- 252.227-7016 Rights in Bid or Proposal Information
- 252.227-7018 Rights in Noncommercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program\* (*where Seller is to deliver noncommercial technical data or computer software to Buyer for delivery to the government under the Prime Contract*)
- 252.227-7019 Validation of Asserted Restrictions—Computer Software\* (*where computer software will be furnished to the government*)
- 252.227-7020 Rights in Special Works
- 252.227-7021 Rights in Data—Existing Works

- 252.227-7022 Government Rights (Unlimited) *(where included in the Prime Contract)*
- 252.227-7023 Drawings and Other Data to Become Property of Government *(where included in the Prime Contract)*
- 252.227-7026 Deferred Delivery of Technical Data or Computer Software *(where included in the Prime Contract)*
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software *(where included in the Prime Contract)*
- 252.227-7030 Technical Data—Withholding of Payment
- 252.227-7032 Rights in Technical Data and Computer Software (Foreign)
- 252.227-7033 Rights in Shop Drawings
- 252.227-7037 Validation of Restrictive Markings on Technical Data\*
- 252.227-7038 Patent Rights—Ownership by the Contractor (Large Business) \*
- 252.228-7006 Compliance with Spanish Laws and Insurance *(where work is to be performed in Spain, unless Seller is a Spanish company)*
- 252.229-7003 Tax Exemptions (Italy) *(where work is to be performed in Italy)*
- 252.229-7004 Status of Contractor as Direct Contractor (Spain) *(where supplies will be imported into Spain for a Spanish-American installation or facility)*
- 252.229-7005 Tax Exemptions (Spain) *(where contract will be performed in Spain)*
- 252.229-7011 Reporting of Foreign Taxes—U.S. Assistance Programs *(for commodities in excess of \$500, where funding comes from U.S. assistance appropriations provided in the annual foreign operations appropriations act)*
- 252.234-7001 Notice of Earned Value Management System\* *(where applicable)*
- 252.234-7002 Earned Value Management System *(where applicable)*
- 252.235-7000 Indemnification Under 10 U.S.C. 2354—Fixed Price *(if included in the Prime Contract, with Buyer's prior written approval)*
- 252.235-7001 Indemnification Under 10 U.S.C. 2354—Cost Reimbursement *(if included in the Prime Contract, with Buyer's prior written approval)*
- 252.235-7003 Frequency Authorization\* *(where included in the Prime Contract)*
- 252.236-7000 Modification Proposals—Price Breakdown *(where included in the Prime Contract)*
- 252.239-7000 Protection Against Compromising Emanations
- 252.239-7010 Cloud Computing Services
- 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services\* *(where performance requires secure telecommunications)*
- 252.243-7001 Pricing of Contract Modifications *(for fixed price type contracts)*
- 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts)
- 252.246-7001 Warranty of Data
- 252.246-7002 Warranty of Construction (Germany)\* *(for fixed price contracts with performance in Germany)*
- 252.246-7003 Notification of Potential Safety Issues *(where applicable)* 252.247-7023 Transportation of Supplies by Sea *(where applicable)*
- 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance
- 252.246-7008 Source of Electronic Parts
- 252.247-7024 Notification of Transportation of Supplies by Sea *(where applicable)*

## (C) FAR Certifications and Representations.

1. The following provisions contain FAR certifications and representations upon which Buyer will rely in making awards to Seller and which are, where specified by the FAR, prerequisite to the award of any Purchase Order. By submitting a written offer, or providing an oral offer or quotation at Buyer's request, or by accepting any Purchase Order, Seller certifies to the representations and certifications set forth below. These certifications shall apply whenever these Terms



and Conditions are incorporated by reference in any contract, order, agreement, other contractual document, or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by Buyer.

2. Where applicable, Seller represents and warrants that the goods provided under the Purchase Order constitute a "Commercial Item" as defined in FAR 2.101.

3. These certifications and representations are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable to any Purchase Order, agreement, or subcontract. Where necessary to make the following clauses applicable to the Purchase Order, the term "Contractor" or "Offeror" shall mean "Seller," the term "Contracting Officer" shall mean "Buyer," the term "Government" shall mean "Buyer" or the U.S. Government, as appropriate, and the term "contract" shall mean the "Purchase Order." Seller shall immediately notify Buyer of any change in status with respect to these certifications and representations.

**(a) FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions** (*applicable to solicitations and contracts that exceed \$150,000*)

(1) *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).

(2) *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.

(3) *Certification.* The Offeror 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 this contract.

(4) *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 contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made.

(5) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract 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.

**(b) FAR 52.209-5 Certification Regarding Responsibility Matters** (*applicable to solicitations and contracts that exceed \$150,000*)

(1) The Offeror certifies, to the best of its knowledge and belief, that—

(A) The Offeror and/or any of its Principals (as defined in FAR 52.209-5):

- (i) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (ii) 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;
- (iii) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (b)(1)(A)(ii) of this provision;
- (iv) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 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 missing 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.

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

(2) Seller shall provide immediate written notice to Buyer if, at any time prior to contract award, it learns that the foregoing certification was erroneous when submitted or that it has become erroneous by reason of changed circumstances.

(3) A certification that any of the items in paragraph (1) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Seller's responsibility. Failure of the Seller to furnish a certification or provide such additional information as requested by Buyer may render Seller non-responsible.

(4) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (1) of this provision. The knowledge and information of Seller is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(5) The certification in paragraph (1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that Seller knowingly rendered an erroneous certification, in addition to other remedies available to Buyer, Buyer may terminate the Purchase Order resulting from this solicitation for default.

**(c) FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment**

(1) Seller certifies that, as of the date of the Purchase Order, neither Seller nor any of its principals is debarred, suspended or proposed for debarment by the Federal Government.

(2) The certification set forth in paragraph (1) must be provided by Seller unless the Purchase Order is (A) for the acquisition of commercial items or (B) less than \$30,000 in value.

**(d) FAR 52.222-22 Previous Contracts and Compliance Reports**

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

**(e) FAR 52.222-25 Affirmative Action Compliance**

Seller represents that (1) Seller 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) Seller has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**(f) FAR 52.223-13 Certification of Toxic Chemical Reporting** *(applicable to competitive solicitations/contracts in excess of \$100,000 but not acquisitions of commercial items)*

(1) Seller certifies that:

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



in sections 313(a) and (g) of EPCRA and section 6607 of PPA, or

(B) None of its owned or operated facilities to be used in the performance of the Purchase Order is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the reasons specified in paragraph (b)(2) of FAR 52.223-13.

**(g) Certification Regarding Registration with the U.S. Department of State, Directorate of Defense Trade Controls.**

Unless exempt because of the goods and/or services being provided under the Purchase Order, Seller is registered with the U.S. Department of State, Directorate of Defense Trade Controls, in compliance with ITAR.