

# TERMS AND CONDITIONS - SUPPLEMENTAL



The Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text and are applicable, including any notes following the clause citation during the performance of this contract. The regulations or clauses shall be those in effect as of the date of this order. The full text of these clauses can be obtained from the Internet at: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

## **U.S. GOVERNMENT PROVISIONS:**

(a) If the face of this Order indicates that it is placed under a U.S. Government prime or higher tier subcontract or purchase order or if the face of this Order does not indicate that it is placed under a commercial contract, the following provisions are applicable to the Order.

(b) As used therein, "FAR" means the Federal Acquisition Regulation (48 CFR Chapter 1), and "DFARS" means the Department of Defense Supplement to the Federal Acquisition Regulation (48 CFR Chapter 2). Government contract clauses incorporated by reference are those in effect on the date of the latest Government prime contract under which this Order is a subcontract; however, if Buyer does not enter into a contract with its customer until after the date of this Order, such clauses incorporated by reference are those in effect on the date of this Order and Seller agrees to comply with any revised versions of the Government contract clauses cited that are set forth in Buyer's contract with its customer.

(c) The Government clauses set forth below are FAR (Part 52) and DFARS (Part 252) clauses. In all such clauses, unless otherwise specified, "contract" shall mean this Order. "Contractor" shall mean Seller, "Contracting Officer" shall mean Buyer's Purchasing Representative, "Government" shall include Buyer to the extent necessary to enable Buyer to administer this Order and to perform its obligations under its Government prime contract or higher tier subcontract, and "subcontract(s)" and "subcontractor(s)" shall mean Seller's subcontract(s) and subcontractor(s), respectively.

## **1.0 FAR FLOWDOWN CLAUSES. The following clauses are incorporated herein by reference unless otherwise stated on the face of this Order.**

- 52.202-1 DEFINITIONS (NOV 2013)
- 52.203-3 GRATUITIES (APR 1984)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)
- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENT OR STATEMENTS (JAN 2017)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)
- 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)
- 52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2010)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)
- 52.222-3 CONVICT LABOR (JUNE 2003)

- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APRIL 2015)
- 52.222-26 EQUAL OPPORTUNITY (SEP 2016)
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
- 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JULY 2014)
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
- 52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)
- 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT AND OPTION CONTRACTS) (AUG 2018)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS JAN 2019)
- 52.223-6 DRUG FREE WORKPLACE (MAY 2001)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.223-20 AEROSOLS (JUN 2016)
- 52.224-3 PRIVACY TRAINING (JAN 2017)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- 52.229-4 FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS (FEB 2013)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996) (In the event BUYER'S Customer has directed BUYER to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, BUYER may, by written order to SELLER, direct SELLER to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b)(2). In paragraph (f) add after "33.104(h)(1)" "and recovers those costs BUYER." For the purposes of this clause, the first reference to "Government" shall mean Government.)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT (OCT 2004)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2019)
- 52.245-1 GOVERNMENT PROPERTY (JAN 1017) (Applicable if Government property is furnished in the performance of this Contract. "Contracting Officer" means "BUYERS procurement agent" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) and where it is unchanged, and in paragraphs (c) and (h)(4) where it includes BUYER. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "BUYER" and except in paragraphs (d)(2) and (g) where the term includes BUYER. The following is added as paragraph (n) "SELLER" shall provide to BUYER immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of SELLER's property control system.")
- 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)
- 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) (In paragraph (n) "Government" means "BUYER and the Government" and "Contracting Officer" means "BUYER or the Contracting Officer." In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "6 months." In paragraph (l) "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to the approval of the Government Contracting Officer.)
- 52.249-8 DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 1984) (Timely performance is a material element of this Contract.)

**2.0 DoD FAR SUPPLEMENT CLAUSES. The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated.**

- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2008) (In this clause, the terms "contract," "contractor," and "subcontract" shall not change in meaning in paragraphs (a) thru (d).)
- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLE BLOWER RIGHTS (SEPT 2013)
- 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)
- 252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013)
- 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)

**3.0 COST OR PRICING DATA.**

If the Buyer requires Seller to furnish a Certificate of Current Cost or Pricing Data substantially in conformance with the form prescribed in FAR subsection 15.406-2 in connection with the pricing of this Order or any change thereto or modification thereof, the following FAR clauses are incorporated herein by reference: PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA, FAR 52.215-10; PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS, FAR 52.215-11; SUBCONTRACTOR COST OR PRICING DATA, FAR 52.215-12; SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS, FAR 52.215-13. Two paragraphs (a)(3) of 52-215-10 and 52-215-11, add the words "current and complete, whether or not certified" after "accurate." The obligations which FAR clauses 52.215-10 and 52.215-11 in the prime contract require of subcontractors are hereby required of Seller.

In connection with the pricing of any change to or modification of this Order, Seller agrees to furnish, and require its lower tier subcontractors to furnish, cost or pricing data as defined in the FAR on a Standard Form 1411 or other form prescribed by Buyer and a Certificate of Current Cost or Pricing Data substantially in conformance with the form set forth in FAR 15.406-2, substituting Buyer's name for "Contracting Officer." As more fully set forth in the clause of this Order entitled "Special Obligations of the Seller - Indemnity," Seller agrees to indemnify and hold Buyer harmless from and against any loss or damage Buyer may incur which arises out of or results from any failure of Seller or Seller's actual or prospective subcontractors or vendors, at whatever level, to comply with any of the foregoing provisions.

**4.0 PATENTS, TECHNICAL DATA AND COMPUTER SOFTWARE:**

The provisions of Part 27 of the FAR and Part 27 of the FAR Supplement of the Federal agency, which awarded the prime contract, apply to this Order. Patent and data rights clauses which are included in the prime contract under which this Order is issued will be identified and incorporated by reference, with appropriate modifications, as Special Provisions (and copies will be furnished upon request).