

ADDITIONAL TERMS AND CONDITIONS FOR GOVERNMENT CONTRACTS

The Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced below are incorporated by reference into Buyer's Terms and Conditions of Purchase, 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 the contract between Buyer and Seller (the "Contract") unless made inapplicable by their respective notes, if any.

Where necessary to make the context of these clauses applicable to this purchase contract, the term "Contractor" shall mean "Seller", the term "Contract" shall mean this "Purchase Contract", and the terms "Government", "Contracting Officer", and equivalent phrases shall include "Buyer".

All referenced FAR and DFARS paragraph numbers refer to current paragraphs and revisions in effect as of the date of the Government prime contract referenced in this Purchase Contract, or are revised versions published by the U.S. Government. Copies of FAR and DFARS may be obtained on the internet at <https://www.acquisition.gov/>.

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52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
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52.204-28 Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts
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52.222-55 Minimum Wages Under Executive Order 13658
52.222-56 Certification Regarding Trafficking in Persons Compliance Plan
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 52.232-40 Providing Accelerated Payments to Small Business Subcontractors
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 252.211-7003 Item Unique Identification and Valuation
 252.219-7004 Small Business Subcontracting Plan (Test Program)
 252.223-7008 Prohibition of Hexavalent Chromium
 252.225-7000 Buy American–Balance of Payments Program Certificate)
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 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals
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 252.225-7047 Exports by Approved Community Members in Performance of the Contract
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 252.227-7037 Validation of Restrictive Markings on Technical Data
 252.239-7010 Cloud Computing Services
 252.244-7000 Subcontracts for Commercial Items.
 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

The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$10,000 (for Commercial and Non-Commercial Items):

52.222-40 Notification of Employee Rights Under the National Labor Relations Act

The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract

equals or exceeds \$15,000 (for Commercial and Non-Commercial Items):

52.222-36 Equal Opportunity for Workers with Disability

The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$150,000 (for Commercial and Non-Commercial Items):

52.203-12 Limitation on Payments to Influence Certain Federal Transactions
 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
 52.222-35 Equal Opportunity for Veterans
 52.222-37 Employment Reports on Veterans
 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
 52.248-1 Value Engineering

The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$5,500,000 and the period of performance exceeds 120 days (for Commercial and Non-Commercial Items):

52.203-13 Contractor Code of Business Ethics and Conduct 52.203-14 Display of Hotline Poster(s)

The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract is for a Non-Commercial Item:

52.215-19 Notification of Ownership Changes
 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan – Certification
 52.227-10 Filing of Patent Applications Classified Subject Matter
 52.227-11 Patent Rights Ownership by the Contractor
 52.227-13 Patent Rights Ownership by the Government
 52.227-14 Rights in Data – General
 52.230-2 Cost Accounting Standards
 52.230-3 Disclosure and Consistency of Cost Accounting Practices
 52.239-1 Privacy or Security Safeguards
 52.247-64 Preference for Privately Owned U S -Flag Commercial Vessels

The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds \$150,000 and is for a Non-Commercial Items:

52.203-6 Restrictions on Subcontractor Sales to the Government
 52.203-7 Anti-Kickback Procedures
 52.203-16 Preventing Personal Conflicts of Interest
 52.215-2 Audit and Records – Negotiation
 52.215-14 Integrity of Unit Prices
 52.222-4 Contract Work Hours and Safety Standards Overtime Compensation
 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
 52.248-1 Value Engineering

The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds \$750,000 and is for a Non-Commercial Item:

52.215-12 Subcontractor Certified Cost or Pricing Data

52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications
52.219-9 Small Business Subcontracting Plan
52.219-16 Liquidated Damages

The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract is Fixed Price for Non-Commercial Items:

52.246-2 Inspection of Supplies - Fixed Price
52.246-4 Inspection of Services - Fixed Price
52.246-7 Inspection of Research and Development – Fixed Price

The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract is Cost Type or Time and Material or Fixed Price Incentive for a Non-Commercial Items:

52.246-3 Inspection of Supplies - Cost Reimbursement
52.246-5 Inspection of Services - Cost Reimbursement
52.246-6 Inspection of Time-And-Material and Labor-Hour
52.246-8 Inspection of Research and Development – Cost-Reimbursement
52.249-14 Excusable Delays

The following additional clauses apply to this Contract as defined by the respective DFARS clause if the value of this Contract equals or exceeds \$150,000 (for Commercial and Non-Commercial Items):

52.247-7023 Transportation of Supplies by Sea.

The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds \$5,500,000 and is for a Non-Commercial Item:

52.203-7004 Display of Hotline Posters.

The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract is for a Non-Commercial Item:

52.203-7002 Requirement to Inform Employees of Whistleblower Rights.
52.227-7013 Rights in Technical Data–Noncommercial Items.
52.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
52.227-7016 Rights in Bid or Proposal Information
52.227-7018 Rights in Noncommercial Technical Data and Computer Software– Small Business Innovation Research (SBIR) Program
52.227-7019 Validation of Asserted Restrictions–Computer Software
52.227-7025 Limitations On the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
52.227-7026 Deferred Delivery of Technical Data Or Computer Software
52.227-7027 Deferred Ordering of Technical Data or Computer Software
52.227-7028 Technical Data or Computer Software Previously Delivered to The Government
52.227-7037 Validation of Restrictive Markings on Technical Data

252.227-7038 Patent Rights–Ownership by the Contractor (Large Business).
252.228-7005 Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles.

The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract equals or exceeds \$150,000 and is for a Non-Commercial Item:

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.

The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract equals or exceeds \$1,000,000 and is for a Non-Commercial Item:

252.222-7006 Restrictions On the Use of Mandatory Arbitration Agreements

The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract equals or exceeds \$50,000,000 and is for a Non-Commercial Item:

252.234-7004 Cost and Software Data Reporting System

The following additional clauses apply to this as defined by the respective DFARS clause if the Contract is for a Commercial Item:
252.227-7015 Technical Data–Commercial Items.

CERTIFICATIONS AND REPRESENTATIONS

By submitting its offer, or providing quotations to Buyer or accepting any Contract, Contractor certifies to the representations and certifications as set forth below. These certifications and representations shall apply whenever these terms and conditions are incorporated by reference in any Contract, agreement, request for quotation issued by Buyer. Contractor shall immediately notify Buyer of any change of status with regard to these certifications and representations.

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls. Definitions as used in this provision: Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

The security requirements required by contract clause 252.204-7012, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract. For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))

- By submission of this offer, the Contractor represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representation

The Contractor represents that it is not an inverted domestic corporation; and it is not a subsidiary of an inverted domestic corporation.

52.209-5 Certification Regarding Responsibility Matters. Applicable if the value of this contract exceeds the simplified acquisition threshold:

The Contractor certifies, to the best of its knowledge and belief, that the Contractor and/or any of its Principals:

- Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- 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.
- Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses noted in the second bullet point of this provision; and
- 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.
- Has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

FAR 52.209-7 Information Regarding Responsibility Matters. Applicable if the value of this contract exceeds \$550,000:

If the Contractor has current active Federal contracts and grants with total value greater than \$10,000,000, the Contractor represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Contractor, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Contractor of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (1)(i), (1)(ii), or (1)(iii) of this provision.

(2) If the Contractor has been involved in the last five years in any of the occurrences listed in (1) of this provision, whether the Contractor has provided the requested information with regard to each occurrence.

(3) The Contractor shall post the information in paragraphs (1)(i) through (1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products.

- The Contractor will not supply any end product identified on the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin, that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- If the Contractor supplies any end product identified on the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin, that was mined, produced, or manufactured in a corresponding country as listed for that end product, Contractor certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the Contractor certifies that it is not aware of any such use of child labor.

52.222-22 Previous Contracts and Compliance Reports Contractor represents that if Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26) that Contractor has filed all required compliance reports and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 Affirmative Action Compliance.

Contractor represents that it has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 C.F.R. 60-1 and 60-2). If no such program exists, Contractor will become compliant within 120 days of award of this Contract.