

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

SPECIAL U.S. GOVERNMENT PROVISIONS. The provisions set forth hereunder shall apply in addition to those terms in the Purchase Order/Agreement (hereinafter the “AGREEMENT”) or attached/referenced in the AGREEMENT and incorporated by reference. Seller hereby agrees to flow down the applicable FAR, DFARS, or other agency clauses to its lower-tier subcontractors as required.

1. Audits. Seller agrees that its books and records and its plans or any such part thereof as may be engaged in the performance of this AGREEMENT, shall at all reasonable times be subject to inspection and audit by any person designated by the head of any executive department of the U. S. Government or any representative of Buyer.
2. Quality Control. Except as otherwise provided in this AGREEMENT, Seller’s system of Quality Control during the performance of this AGREEMENT shall be in accordance with the specifications as are required by Buyer’s prime contract or higher tier AGREEMENT.
3. Modification. Seller agrees it will negotiate AGREEMENT modification(s) in good faith to incorporate additions, deletions, and changes to the clauses set forth below if Buyer deems them necessary to comply with Buyer’s Contract or modifications to Buyer’s Contract. If any such modification to this Purchase Order causes an increase or decrease in the cost, or the time required for the performance, of any part of the work under this AGREEMENT, an equitable adjustment shall be made pursuant to the “Changes” clause of this Purchase Order. Seller shall proceed immediately to perform this AGREEMENT as changed.
4. Government/Buyers Property. Seller shall maintain and administer a program for the maintenance, repair, protection, and preservation of Buyer and Government property in accordance with FAR 52.245-1. Seller assumes risk of and shall be responsible for any loss or damage to Government property except for reasonable wear and tear and except to the extent that such property is incorporated in the Goods delivered under this AGREEMENT. The Buyer or Government makes no warranty, express or implied, with respect to the serviceability and or suitability of property of performance of this AGREEMENT. Any repairs, replacements or refurbishments shall be at the Seller’s expense. Upon completion of this Order or at such earlier times as Buyer may request, Seller shall submit, in acceptable form, inventory schedules covering all items of Buyer and Government property pertaining to this AGREEMENT. In addition, upon the request of the Buyer, the Seller may be required to furnish a list of all Buyer and Government property required to support any follow-on requirement. This list shall be in an acceptable format and identify the category, quantity and acquisition cost. To the extent that such use will not interfere with Seller's performance of this or other AGREEMENTS from Buyers, this clause shall not limit the use by the Seller of property to which the Government has title in the production of end items on direct Government Order; however, nothing herein will be deemed to contravene the rights of the Government under FAR 52.245-1.
5. Clauses. The following clauses of the FAR, DFARS, or other agency clauses are incorporated herein by reference, as applicable, and made part hereof with the same force and effect as if they were given in full text, including any notes following the clause citations, to this AGREEMENT. The clauses in effect in the Buyer’s Contract on the date of this Purchase Order are incorporated by reference and any changes, if necessary, to each such clause, including dates, shall be made to be

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consistent to the requirements of Buyer's customer. Upon Seller's written request, Buyer's Purchasing Representative will make their full text available. Also, the full text of a FAR, DFARS, or agency clause may be accessed electronically at this addresses: <https://www.acquisition.gov> or <https://www.acq.osd.mil/dpap/dars/index.html>. In all clauses listed herein, terms shall be revised to suitably identify the party to establish Seller's obligations to Buyer and to the Government; and to enable Buyer to meet its obligations under its prime contract. Whenever said clauses include a requirement for the resolution of disputes between the Parties in accordance with the FAR "Disputes" clause, the dispute shall instead be disposed of in accordance with the clause entitled "Disputes/Claims" in the Standard General Terms and Conditions for Goods & Services. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term "Government" and equivalent phrases shall mean "Buyer", the term "Contracting Officer" shall mean "Buyer's Purchasing Representative", the term "Contractor" or "Offeror" shall mean "Seller", "Subcontractor" shall mean "Seller's Subcontractor" under this AGREEMENT, and the term "Contract" shall mean this "AGREEMENT". For the avoidance of doubt, the words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227-2 and (2) when title to property is to be transferred directly to the Government. Nothing in this AGREEMENT grants Seller a direct right of action against the Government. If any of the following FAR, DFARS, or agency clauses do not apply to this AGREEMENT, such clauses are considered to be self-deleting. The column appearing in Table One and Two below titled "Conditions" identifies the triggering requirements that make each Clause applicable to the AGREEMENT. Buyer's notations in this Column are provided for reference only and shall not serve to render an applicable Clause inapplicable where the terms of the Clause differ from Buyer's notation. Seller is responsible for confirming the applicability of each Clause while performing this AGREEMENT. Seller shall incorporate into each lower tier contract issued in support of this AGREEMENT all applicable FAR, DFARS, or agency clauses in accordance with the flow down requirements specified in such clauses, either verbatim, or in substance and by incorporation-by-reference or otherwise as appropriate.

6. FAR and DFARS Representations and Certifications. Buyer and Seller acknowledge that certain FAR and DFARS below concern representations and certifications by the offeror only to the United States Government for the solicitation or response to the RFP. Seller agrees to comply with such requirements as if it was the prime contractor and will reasonably assist Buyer in confirming or answering such FAR and DFARS representations and certifications, including any follow-on questions by the United States Government or its respective agencies or departments. Seller acknowledges it has had the opportunity to inquire as to the clauses present in Buyer's contract and agrees to be bound to such clauses in the manner listed below.
7. Commercial Items/ Non-Commercial Items. If Seller is providing Buyer with Products that Seller determines are Commercial Items or COTS (Commercial Item Off the Shelf) as those terms are defined within FAR 2.101, then Seller shall adhere to all applicable FAR and DFARS clauses that appear in Table One below. If Seller is providing Buyer with Products that Seller determines are Non-Commercial Items, as that term is defined within FAR 2.101, the Seller shall adhere to all applicable FAR and DFARS clauses that appear in Table Two below. Where Seller is providing Buyer with Products that are a mix of Commercial Items and/or COTS, and Non-Commercial Items Seller shall adhere to all applicable FAR and DFARS clauses that appear in Table Two below. Clauses appearing below Table One and Table Two, written in full text, shall be applicable unless otherwise stated within each such clause.
8. This Project is subject to FAR 52.211-15. The DPAS Rating for this Project: DO-A6

Conditions Legend

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ALL – clause applies to all orders
SAT – Applicable to orders greater than \$250,000.00 (or the simplified acquisition threshold)
SB - Applicable to small business concern
>15k - Applicable to orders greater than \$15,000.00
>35k - Applicable to orders greater than \$35,000.00
>150k - Applicable to orders greater than \$150,000.00
>500k - Applicable to orders greater than \$500,000.00
>700k - Applicable to orders greater than \$700,000.00
>750k - Applicable to orders greater than \$750,000.00
>1M - Applicable to orders greater than \$1,000,000.00
>2M - Applicable to orders greater than \$2,000,000.00
>6M - Applicable to orders greater than \$6,000,000.00
>10M - Applicable to orders greater than \$10,000,000.00
GP - Applicable in order where government property is acquired or furnished.
Government installation - Applicable in order that requires work on a government installation.
DBA Act – Where the Defense Base Act is applicable.
Outside US - Applicable in order in areas of combat operations, or other military operations
Foreign - Applicable in order in designated operational areas during contingency operations, humanitarian or peacekeeping or other military operations. Also while supporting diplomatic or consular operations
SI - Applicable in order for containing sensitive information, have access to a system of records; Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or Design, develop, maintain, or operate a system of records.
HUBZONE - need to be certified.
FPA - Applicable in order for fixed price acquisitions.
Price reductions - Applicable in order when it is contemplated that certified cost or pricing data will be required from the contractor or any subcontractor for the pricing of contract modifications.
Government unique standards - Applicable in order when the contract uses these standards when the agency uses transaction-based reporting.
Federal Controlled Facility - Applicable in order for when the subcontractor's employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally controlled information system.

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Motor Carrier – Applicable in order for carriage in which a motor carrier, broker or freight forwarder will provide or arrange truck transportation services the provide for a full related adjustment.
!! - Applicable in order where repairable or consumable parts identified as critical safety items, systems and subsystems, assemblies and subassemblies integral to a system or all of the maintenance and repair into those items.
Welded shipboard - Applicable in order for items containing welded shipboard anchor and mooring chain four inches or less in diameter.
AA&E - Applicable in order where development, production, manufacture or purchase of AA&E or when AA&E will be provided as Government furnished property

TABLE ONE

Condition	Regulation	Title	Date
All	FAR 52.203-3	Gratuities.	(APR 1984)
All	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	(MAY 2014)
All	FAR 52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	(JAN 2017)
All	FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	(JAN 2017)
All	FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	(JUN 2020)
All	FAR 52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	(NOV 2021)
All	FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	(NOV 2021)
All	FAR 52.204-27	Prohibition on a Byte Dance Covered Application.	(JUN 2023)
All	FAR 52.204-30	Federal Acquisition Supply Chain Security Act Orders—Prohibition	(DEC 2023)
All	FAR 52.209-3,	First Article Approval-Contractor Testing, Alternate I.	(JAN 1997)
All	FAR 52.211-5	Material Requirements.	(AUG 2000)
All	FAR 52.211-15	Defense Priority and Allocation Requirements.	(APR 2008)

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Price reduction	FAR 52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications.	(JUN 2020)
All	FAR 52.215-17	Waiver of Facilities Capital Cost of Money.	(OCT 1997)
All	FAR 52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data.	(NOV 2021)
All	FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications.	(NOV 2021)
>750k	FAR 52.219-9	Small Business Subcontracting Plan.	(SEP 2023)
>750k	FAR 52.219-9	Small Business Subcontracting Plan - Alternate II.	(NOV 2016)
All	FAR 52.221-1	Buy American-Supplies.	(OCT 2022)
All	FAR 52.222-1	Notice to the Government of Labor Disputes.	(FEB 1997)
All	FAR 52.222-3	Convict Labor	(JUN 2023)
All	FAR 52.222-6	Construction Wage Rate Requirements (Davis-Bacon Act)	(AUG 2018)
>15k	FAR 52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 (NOTE: (clause was previously titled Walsh-Healey Public Contracts Act).	(JUN 2020)
All	FAR 52.222-22	Previous Contracts and Compliance Reports.	(FEB 1999)
>10 mil	FAR 52.222-24	Pre-award On-site Equal Opportunity Compliance Evaluation.	(FEB 1999)
All	FAR 52.222-29	Notification Of Visa Denial.	(APR 2015)
Solicitations of 550k or more	FAR 52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	(OCT 2010)
All	FAR 52.222-62	Paid Sick Leave Under Executive Order 13706.	(JAN 2022)
All (Buy American)	FAR 52.225-5	Trade Agreements.	(NOV 2023)
Foreign	FAR 52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States.	(MAY 2020)
All	FAR 52.227-14	Rights in Data-General.	(MAY 2014)
All	FAR 52.230-2	Cost Accounting Standards.	(JUN 2020)

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CAS >2 mil	FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices.	(JUN 2020)
All	FAR 52.232-39	Unenforceability of Unauthorized Obligations.	(JUN 2013)
All	FAR 52.236-13	Accident Prevention.	(NOV 1991)
All	FAR 52.243-1	Changes-Fixed Price.	(AUG 1987)
All	FAR 52.246-15	Certificate of Conformance.	(APR 1984)
All	FAR 52.246-2	Inspection of Supplies-Fixed-Price.	(JUN 2003)
All	DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	(DEC 2022)
>6M	DFARS 252.203-7004	Display of Hotline Posters.	(JAN 2023)
All	DFARS 252.204-7000	Disclosure of Information.	(OCT 2016)
Federal Controlled Facility	DFARS 252.204-7004	Level I Antiterrorism Awareness Training for Contractors.	(JAN 2023)
all orders with Operationally critical support involving covered defense information	DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	(MAY 2024)
All	DFARS 252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors.	(JAN 2023)
All	DFARS 252.204-7015	Notice Of Authorized Disclosure of Information for Litigation Support.	(JAN 2023)
All	DFARS 252.204-7018	Prohibition On the Acquisition of Covered Defense Telecommunications Equipment Or Services.	(JAN 2023)
All except COTS	DFARS 252.204-7020	NIST SP 800-171 DOD Assessment Requirements.	(NOV 2023)
All	DFARS 252.205-7000	Provision Of Information to Cooperative Agreement Holders.	(JUN 2023)

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Only if contains precious metals	DFARS 252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material.	(DEC 1991)
SB	DFARS 252.219-7003	Small Business Subcontracting Plan (DOD Contracts)-Basic.	(DEC 2019)
>1M	DFARS 252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	(JAN 2023)
All orders of munitions and explosives	DFARS 252.223-7002	Safety Precautions for Ammunition and Explosives.	(NOV 2023)
All orders of munitions and explosives	DFARS 252.223-7003	Change in Place of Performance - Ammunition and Explosives.	(DEC 1991)
AA&E	DFARS 252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, And Explosives.	(NOV 2023)
All maintenance, repair or construction	DFARS 252.223-7008	Prohibition Of Hexavalent Chromium.	(JAN 2023)
All	DFARS 252.225-7012	Preference For Certain Domestic Commodities.	(APR 2022)
All	DFARS 252.225-7015	Restriction on Acquisition of Hand or Measuring Tools.	(JUN 2005)
All	DFARS 252.225-7021	Trade Agreements.	(JAN 2023)
All	DFARS 252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate.	(DEC 2006)
All	DFARS 252.225-7048	Export-Controlled Items.	(JUN 2013)
Covered material >SAT	DFARS 252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	(JAN 2023)
Covered Contracts >5 million US Dollars	DFARS 252.225-7058	Post award Disclosure of Employment of Individuals Who Work in the People's Republic of China.	(JAN 2023)
All	DFARS 252.227-7027	Deferred Ordering of Technical Data or Computer Software.	(APR 1988)

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All	DFARS 252.227-7030	Technical Data—Withholding of Payment.	(MAR 2000)
All	DFARS 252.227-7039	Patents—Reporting of Subject Inventions.	(APR 1990)
All	DFARS 252.228-7001	Ground and Flight Risk.	(JUN 2010)
All	DFARS 252.243-7002	Requests For Equitable Adjustment.	(DEC 2022)
All	DFARS 252.245-7005	Management and Reporting of Government Property	(JAN 2024)
All	DFARS 252.246-7001	Warranty of Data, Alternate I.	(MAR 2014)
Applies to orders containing electronic goods, end items, components, parts or assemblies containing electric parts or services that deal with any of those	DFARS 252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System.	(JAN 2023)
Applies to orders containing electronic parts or assemblies containing electric parts unless subcontractor is original manufacturer	DFARS 252.246-7008	Sources of Electronic Parts.	(JAN 2023)
All	Operations Security (OPSEC) Requirements	(a) As defined in Army Regulation (AR) 530-1, Operations Security (OPSEC), sensitive information is information requiring special protection from disclosure that could cause compromise or threat to our national security, an Army organization, activity,	

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		<p>family member, DA civilian or DoD contractor. Critical Information is defined as information important to the successful achievement of U.S. objectives and missions, or which may be of use to an adversary of the United States. It consists of specific facts about friendly capabilities, activities, limitations (includes vulnerabilities), and intentions needed by adversaries for them to plan and act effectively so as to degrade friendly mission accomplishment. All critical information is sensitive, but not all sensitive information is critical. (b) The Contractor shall not release sensitive information to the general public without prior written approval from the Contracting Officer. All contractor requests to release sensitive information shall be in writing and clearly explain the necessity for release of the information and consequences if approval is not granted. Contractor employees who are U.S. citizens shall be provided access to sensitive information on a "need to know" basis required to fulfill the terms and conditions of the contract. Foreign National (FN) employees access to information will be limited to non-sensitive information. FN access to sensitive information will be approved in writing by the Contracting Officer on a case-by-case basis, and will be strictly limited to the information that the employee must know in order to fulfill the terms and conditions of the contract. (c) The Contracting Officer will provide the Contractor with a list of known Critical Information (CI) pertinent to contract requirements as soon as possible after contract award. Critical Information shall be used by the Contractors appointed OPSEC Manager to prepare an OPSEC Plan. (d) The Contractor shall be responsible for establishing and maintaining an OPSEC program to adequately manage, protect and control sensitive information that has been provided or generated under the contract. The Contractor shall prepare and submit a</p>	
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		<p>written OPSEC Plan to the Contracting Officer for approval IAW DD 1423/DI-MGMT-80934C within 30 calendar days after receipt of the CI information addressed in Paragraph 3 above. The Contracting Officer will coordinate with the Government OPSEC Officer and advise the Contractor in writing of the approval, conditional approval or disapproval of the plan within 20 days of receipt. (e) The Contractor shall conduct annual self-assessments of their OPSEC program and submit annual written assessments to the Contracting Officer in the anniversary month of contract award. OPSEC Assessment checklists and sample assessment responses will be provided in advance by the Government as tools to aid the Contractor in assessing their OPSEC program. (f) The Contractor shall provide OPSEC training to all employees regarding the safeguarding of sensitive information prior to employees being allowed access to such information, and annually thereafter. (g) The Contractor shall destroy all sensitive program material at the completion of the contract so as to ensure the information cannot be accessed or utilized for any purpose and notify the Contracting Officer in writing of its destruction. (h) These same requirements will flow down to all subcontractors working on or provided any sensitive information related to the contract. *** END OF NARRATIVE H0002 ***</p>	
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Clause Number	Alternate Number	Effective Date	Clause Title	Clause Text
252.203-7000		9/1/2011	Requirements Relating to Compensation of Former DoD Officials. (SEP 2011)	<p>252.203-7000 Requirements Relating to Compensation of Former DoD Officials. (SEP 2011). As prescribed in 203.171-4, use the following clause:.</p> <p>. REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011). . -. (a) Definition. "Covered DoD official," as used in this clause, means an individual that--.</p> <p>. (1) Leaves or left DoD service on or after January 28, 2008; and. . (2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served--.</p> <p>. (A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;. . (B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or. . (C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or. . (ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million..</p> <p>. (b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.. . (c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).. . (End of clause).</p>

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252.203-7001		1/31/2023	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies. (JAN 2023)	<p>252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies. (JAN 2023). As prescribed in 203.570-3, use the following clause:..</p> <p>. PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (JAN 2023).</p> <p>. -.</p> <p>(a) Definitions. As used in this clause -.</p> <p>. (1) Arising out of a contract with the DoD means any act in connection with -.</p> <p>. (i) Attempting to obtain;.</p> <p>. (ii) Obtaining; or.</p> <p>. (iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD)..</p> <p>. (2) Conviction of fraud or any other felony means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed..</p> <p>. (3) Date of conviction means the date judgment was entered against the individual..</p> <p>. (b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving-.</p> <p>. (1) In a management or supervisory capacity on this contract;.</p> <p>. (2) On the board of directors of the Contractor;.</p> <p>. (3) As a consultant, agent, or representative for the Contractor; or.</p> <p>. (4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract..</p> <p>. (c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction..</p> <p>. (d) 10 U.S.C. 4656 provides that the Contractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly-.</p>
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				<p>.</p> <p>(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or.</p> <p>.</p> <p>(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor..</p> <p>.</p> <p>) In addition to the criminal penalties contained in 10 U.S.C. 4656, the Government may consider other available</p>
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			<p>remedies, such as -.</p> <p>.</p> <p>(1) Suspension or debarment;.</p> <p>.</p> <p>(2) Cancellation of the contract at no cost to the Government; or.</p> <p>.</p> <p>(3) Termination of the contract for default..</p> <p>.</p> <p>(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify -.</p> <p>.</p> <p>(1) The person involved;.</p> <p>.</p> <p>(2) The nature of the conviction and resultant sentence or punishment imposed;.</p> <p>.</p> <p>(3) The reasons for the requested waiver; and.</p> <p>.</p> <p>(4) An explanation of why a waiver is in the interest of national security..</p> <p>.</p> <p>(g) Subcontracts. The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation, except those for commercial products, commercial services, or commercial components..</p> <p>.</p> <p>(h) Pursuant to 10 U.S.C. 4656(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (301)937-1542; www.ojp.usdoj.gov/BJA/grant/DPFC.html..</p> <p>.</p> <p>(End of clause).</p>
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252.203-7004		1/31/2023	Display of Hotline Posters. (JAN 2023)	<p>252.203-7004 Display of Hotline Posters. (JAN 2023). As prescribed in 203.1004(b)(2)(ii), use the following clause:.</p> <p>. DISPLAY OF HOTLINE POSTERS (JAN 2023). . -. (a) Definition. As used in this clause-.</p> <p>. United States means the 50 States, the District of Columbia, and outlying areas.. .</p> <p>(b) Display of hotline poster(s). (1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.. .</p> <p>(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.. .</p> <p>(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from-.</p> <p>. (i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations-Hotline, 245 Murray Lane SW., Washington, DC 20528-0305; or. .</p> <p>(ii) Via the Internet at https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg.. .</p> <p>(c)(1) These DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or is also available via the internet at https://www.dodig.mil/Resources/Posters-and-Brochures/.. .</p> <p>(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.. .</p> <p>(3) Additionally, if the Contractor maintains a company Web site as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the Web site.. .</p> <p>(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Defense Federal Acquisition Regulation Supplement 203.1004(b)(2)(ii) on the date of subcontract award, except when the subcontract is for the acquisition of a commercial product or commercial service.. .</p>
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252.204-7003		4/1/1992	Control of Government Personnel Work Product. (APR 1992)	<p>252.204-7003 Control of Government Personnel Work Product. (APR 1992). As prescribed in 204.404-70(b), use the following clause:.</p> <p>. CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992). . -.</p> <p>The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor..</p> <p>. (End of clause).</p>
252.205-7000		6/9/2023	Provision of information to cooperative agreement holders. (JUN 2023)	<p>252.205-7000 Provision of information to cooperative agreement holders. (JUN 2023). As prescribed in 205.470, use the following clause:.</p> <p>. PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (JUN 2023). . -.</p> <p>(a) Definition. Cooperative agreement holder means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5304(l)); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Under Secretary of Defense for Acquisition and Sustainment to furnish procurement technical assistance to business entities..</p> <p>. (b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.. . (c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.. . (End of clause).</p>

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.209-7004		5/31/2019	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. (MAY 2019)	<p>252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. (MAY 2019).</p> <p>As prescribed in 209.409, use the following clause:.</p> <p>.</p> <p>SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019).</p> <p>.</p> <p>-. (a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of the threshold specified in Federal Acquisition Regulation 9.405-2(b) on the date of subcontract award with a firm, or a subsidiary of a firm, that is identified in the Exclusions section of the System for Award Management System (SAM Exclusions) as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism..</p> <p>.</p> <p>(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, in SAM Exclusions, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in SAM Exclusions..</p> <p>.</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.209-7010		8/1/2011	Critical Safety Items. (AUG 2011)	<p>252.209-7010 Critical Safety Items. (AUG 2011). As prescribed in 209.270-5, use the following clause:.</p> <p>. CRITICAL SAFETY ITEMS (AUG 2011). . -. (a) Definitions..</p> <p>. "Aviation critical safety item" means a part, an assembly, installation equipment, launch equipment, recovery equipment, or support equipment for an aircraft or aviation weapon system if the part, assembly, or equipment contains a characteristic any failure, malfunction, or absence of which could cause-.</p> <p>. (i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system;. . (ii) An unacceptable risk of personal injury or loss of life; or. . (iii) An uncommanded engine shutdown that jeopardizes safety..</p> <p>. "Design control activity" means-.</p> <p>. (i) With respect to an aviation critical safety item, the systems command of a military department that is specifically responsible for ensuring the airworthiness of an aviation system or equipment, in which an aviation critical safety item is to be used; and. . (ii) With respect to a ship critical safety item, the systems command of a military department that is specifically responsible for ensuring the seaworthiness of a ship or ship equipment, in which a ship critical safety item is to be</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>used..</p> <p>.</p> <p>"Ship critical safety item" means any ship part, assembly, or support equipment containing a characteristic, the failure, malfunction, or absence of which could cause-.</p> <p>.</p> <p>(i) A catastrophic or critical failure resulting in loss of, or serious damage to, the ship; or .</p> <p>.</p> <p>(ii) An unacceptable risk of personal injury or loss of life..</p> <p>.</p> <p>(b) Identification of critical safety items. One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:.</p> <p>.</p> <p>[].</p> <p>.</p> <p>(c) Heightened quality assurance surveillance. Items designated in paragraph (b) of this clause are subject to heightened, risk-based surveillance by the designated quality assurance representative..</p> <p>.</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.211-7006		12/31/2019	Passive Radio Frequency Identification. (DEC 2019)	<p>252.211-7006 Passive Radio Frequency Identification. (DEC 2019). As prescribed in 211.275-3, use the following clause:.</p> <p>. PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2019). . -. (a) Definitions. As used in this clause-.</p> <p>. Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment..</p> <p>. Bulk commodities means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:.</p> <p>. (1) Sand.. . (2) Gravel.. . (3) Bulk liquids (water, chemicals, or petroleum products).. . (4) Ready-mix concrete or similar construction materials.. . (5) Coal or combustibles such as firewood.. . (6) Agricultural products such as seeds, grains, or animal feed..</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>.</p> <p>Case means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container..</p> <p>.</p> <p>Electronic Product Code (EPC) means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC Tag Data Standards will define the length and position of this data, without defining its content..</p> <p>.</p> <p>EPCglobal means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology..</p> <p>.</p> <p>Exterior container means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container..</p> <p>.</p> <p>Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets..</p> <p>.</p> <p>Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 standard..</p> <p>.</p> <p>Radio frequency identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers..</p> <p>.</p> <p>Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes)..</p> <p>.</p> <p>(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized- unit-load packaging levels, for shipments of items that-</p> <p>.</p> <p>(i) Are in any of the following classes of supply, as defined in DoD Manual 4140.01, Volume 6, DoD Supply Chain Materiel Management Procedures: Materiel Returns, Retention, and Disposition:..</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
FOR PURCHASE ORDERS**

				<ul style="list-style-type: none">·(A) Subclass of Class I-Packaged operational rations..·(B) Class II-Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment..·
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>(C) Class IIIP-Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives..</p> <p>.</p> <p>(D) Class IV-Construction and barrier materials..</p> <p>.</p> <p>(E) Class VI-Personal demand items (non-military sales items)..</p> <p>.</p> <p>(F) Subclass of Class VIII-Medical materials (excluding pharmaceuticals, biologicals, and reagents-suppliers should limit the mixing of excluded and non-excluded materials)..</p> <p>.</p> <p>(G) Class IX-Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and.</p> <p>.</p> <p>(ii) Are being shipped to one of the locations listed at https://www.acq.osd.mil/log/sci/RFID_ship-to-locations.html or to-.</p> <p>.</p> <p>(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to-.</p> <p>.</p> <p>(B) The following location(s) deemed necessary by the requiring activity:.</p> <p>.</p> <p>.</p> <p>.</p> <p>.</p> <p>_____.</p> <p>Contract line, subline, or exhibit Location name City State DoDAAC.</p> <p>line item number.</p> <p>_____.</p> <p>.</p> <p>_____.</p> <p>.</p> <p>_____.</p> <p>.</p> <p>(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:.</p> <p>.</p> <p>(i) Shipments of bulk commodities..</p> <p>.</p> <p>(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures..</p> <p>.</p> <p>(c) The Contractor shall-.</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
FOR PURCHASE ORDERS**

				<ul style="list-style-type: none">.(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags) and conforms to the requirements in paragraph (d) of this clause;..(2) Use passive tags that are readable; and..
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

			<p>(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications..</p> <p>.</p> <p>(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC Tag Data Standards in effect at the time of contract award. The EPC Tag Data Standards are available at http://www.gs1.org/epc-rfid..</p> <p>.</p> <p>(1) If the Contractor is an EPCglobal subscriber and possesses a unique EPC company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC Tag Data Standards document to encode tags..</p> <p>.</p> <p>(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located in the DoD Suppliers' Passive RFID Information Guide at http://www.acq.osd.mil/log/sci/ait.html. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable..</p> <p>.</p> <p>(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1) of this clause..</p> <p>.</p> <p>(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at https://wawf.eb.mil/..</p> <p>.</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.219-7003		12/31/2019	Small Business Subcontracting Plan (DoD Contracts).- Basic (DEC 2019)	<p>252.219-7003 Small Business Subcontracting Plan (DoD Contracts).-Basic (DEC 2019). Basic. As prescribed in 219.708(b)(1)(A) and (b)(1)(A)(1), use the following clause:.</p> <p>. SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) - BASIC (DEC 2019).</p> <p>. -.</p> <p>This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract..</p> <p>. (a) Definition. As used in this clause-.</p> <p>. Summary Subcontract Report (SSR) Coordinator means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense level and is responsible for acknowledging receipt or rejecting SSRs submitted under an individual subcontracting plan in eSRS for the Department of Defense..</p> <p>. (b) Subcontracts awarded to qualified nonprofit agencies designated by the Committee for Purchase From People Who Are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal (section 8025 of Pub. L. 108-87)..</p> <p>. (c) A mentor firm, under the Pilot Mentor-Protg Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to-.</p> <p>. (1) Protg firms which are qualified organizations employing the severely disabled; and.</p> <p>. (2) Former protg firms that meet the criteria in section 831(g)(4) of Public Law 101-510..</p> <p>. (d) The master plan is approved by the cognizant contract administration activity for the Contractor..</p> <p>. (e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable..</p> <p>. (f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:.</p> <p>. (i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency..</p> <p>. (ii) Submit the consolidated SSR for an individual subcontracting plan to the "Department of Defense".</p> <p>. (2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:.</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
FOR PURCHASE ORDERS**

				<p>.</p> <p>(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause..</p> <p>.</p> <p>(ii) The authority to acknowledge receipt of or reject SSRs submitted under an individual subcontracting plan resides with the SSR Coordinator..</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
FOR PURCHASE ORDERS**

				<p>.</p> <p>(g) Include the clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.219-7004, Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the Test Program described in DFARS 219.702-70, if the subcontract is expected to exceed the applicable threshold specified in Federal Acquisition Regulation 19.702(a), and to have further subcontracting opportunities..</p> <p>.</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.219-7004		12/30/2022	Small Business Subcontracting Plan (Test Program). (DEC 2022)	<p>252.219-7004 Small Business Subcontracting Plan (Test Program). (DEC 2022). As prescribed in 219.708(b)(1)(B), use the following clause:.</p> <p>. SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (DEC 2022). . -. (a) Definitions. As used in this clause- . Covered small business concern means a small business concern, veteran-owned small business concern, service-disabled veteran-owned small business concern, HUBZone small business concern, women-owned small business concern, or small disadvantaged business concern, as these terms are defined in FAR 2.101.. . Electronic Subcontracting Reporting System (eSRS) means the Governmentwide, electronic, Web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.. . Failure to make a good faith effort to comply with a comprehensive subcontracting plan means a willful or intentional failure to perform in accordance with the requirements of the Contractor's approved comprehensive subcontracting plan or willful or intentional action to frustrate the plan.. . Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.. . (b) Test Program. The Contractor's comprehensive small business subcontracting plan and its successors, which are authorized by and approved under the Test Program of 15 U.S.C. 637 note, as amended, shall be included in and made a part of this contract. Upon expulsion from the Test Program or expiration of the Test Program, the Contractor shall negotiate an individual subcontracting plan for all future contracts that meet the requirements of 15 U.S.C. 637(d)..</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>·</p> <p>(c) Eligibility requirements. To become and remain eligible to participate in the Test Program, a business concern is required to have furnished supplies or services (including construction) under at least three DoD contracts during the preceding fiscal year, having an aggregate value of at least \$100 million..</p> <p>·</p> <p>(d) Reports. (1) The Contractor shall report semiannually for the 6-month periods ending March 31 and September 30, the information in paragraphs (d)(1)(i) through (v) of this section within 30 days after the end of the reporting period. Submit the report at https://www.esrs.gov..</p> <p>·</p> <p>(i) A list of contracts covered under its comprehensive small business subcontracting plan, to include the Commercial and Government Entity (CAGE) code and unique entity identifier..</p> <p>·</p> <p>(ii) The amount of first-tier subcontract dollars awarded during the 6-month period covered by the report to covered small business concerns, with the information set forth separately by-</p> <p>·</p> <p>(A) North American Industrial Classification System (NAICS) code;.</p> <p>·</p> <p>(B) Major defense acquisition program, as defined in 10 U.S.C. 4201;.</p> <p>·</p> <p>(C) Contract number, if the contract is for maintenance, overhaul, repair, servicing, rehabilitation, salvage, modernization, or modification of supplies, systems, or equipment, and the total value of the contract, including options, exceeds \$100 million; and.</p> <p>·</p> <p>(D) Military department..</p> <p>·</p> <p>(iii) Total number of subcontracts active under the Test Program that would have otherwise required a subcontracting plan..</p> <p>·</p> <p>(iv) Costs incurred in negotiating, complying with, and reporting on its comprehensive subcontracting plan..</p> <p>·</p> <p>(v) Costs avoided through the use of a comprehensive subcontracting plan..</p> <p>·</p> <p>(2) The Contractor shall-</p> <p>·</p> <p>(i) Ensure that subcontractors with subcontracting plans agree to submit an Individual Subcontract Report (ISR) and/or Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS)..</p> <p>·</p> <p>(ii) Provide its contract number, its unique entity identifier, and the email address of the Contractor's official responsible for acknowledging or rejecting the ISR to all first-tier subcontractors, who will be required to submit ISRs, so they can enter this information into the eSRS when submitting their reports..</p> <p>·</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
FOR PURCHASE ORDERS**

				<p>(iii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the email address of the subcontractor's official responsible for acknowledging or rejecting the ISRs to its subcontractors with subcontracting plans who will be required to submit ISRs..</p> <p>.</p> <p>(iv) Acknowledge receipt or reject all ISRs submitted by its subcontractors using eSRS..</p> <p>.</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>(3) The Contractor shall submit SSRs using eSRS at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower-tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from a member firm of the Alaska Native-Corporations or an Indian tribe. Only subcontracts involving performance in the U.S. or its outlying areas should be included in these reports..</p> <p>.</p> <p>(i) This report may be submitted on a corporate, company, or subdivision (e.g., plant or division operating as a separate profit center) basis, as negotiated in the comprehensive subcontracting plan with the Defense Contract Management Agency..</p> <p>.</p> <p>(ii) This report encompasses all subcontracting under prime contracts and subcontracts with the Department of Defense, regardless of the dollar value of the subcontracts, and is based on the negotiated comprehensive subcontracting plan..</p> <p>.</p> <p>(iii) The report shall be submitted semiannually for the six months ending March 31 and the twelve months ending September 30. Reports are due 30 days after the close of each reporting period..</p> <p>.</p> <p>(iv) The authority to acknowledge receipt of or reject the SSR resides with the Defense Contract Management Agency..</p> <p>.</p> <p>(e) Failure to comply. The failure of the Contractor or subcontractor to comply in good faith with the clause of this contract entitled "Utilization of Small Business Concerns," or an approved plan required by this clause, shall be a material breach of the contract..</p> <p>.</p> <p>(f) Liquidated damages. The Contracting Officer designated to manage the comprehensive subcontracting plan will exercise the functions of the Contracting Officer, as identified in paragraphs (f)(1) through (4) of this clause, on behalf of all DoD departments and agencies that awarded contracts covered by the Contractor's comprehensive subcontracting plan..</p> <p>.</p> <p>(1) To determine the need for liquidated damages, the Contracting Officer will conduct a compliance review during the fiscal year after the close of the fiscal year for which the plan is applicable. The Contracting Officer will compare the approved percentage or dollar goals to the total, actual subcontracting dollars covered by the plan..</p> <p>.</p> <p>(2) If the Contractor has failed to meet its approved subcontracting goal(s), the Contracting Officer will provide the Contractor written notice specifying the failure, advising of the potential for assessment of liquidated damages, and permitting the Contractor to demonstrate what good faith efforts have been made. The Contracting Officer may take</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>the Contractor's failure to respond to the notice within 15 working days (or longer period at the Contracting Officer's discretion) as an admission that no valid explanation exists..</p> <p>.</p> <p>(3) If, after consideration of all relevant information, the Contracting Officer determines that the Contractor failed to make a good faith effort to comply with the comprehensive subcontracting plan, the Contracting Officer will issue a final decision to the Contractor to that effect and require the Contractor to pay liquidated damages to the Government</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>in the amount identified in the comprehensive subcontracting plan..</p> <p>.</p> <p>(4) The Contractor shall have the right of appeal under the clause in this contract entitled "Disputes" from any final decision of the Contracting Officer..</p> <p>.</p> <p>(g) Subcontracts. The Contractor shall include in subcontracts that offer subcontracting opportunities, are expected to exceed the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, and are required to include the clause at FAR 52.219-8, Utilization of Small Business Concerns, the clauses at-</p> <p>.</p> <p>(1) FAR 52.219-9, Small Business Subcontracting Plan, and Defense Federal Acquisition Regulation Supplement (DFARS) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) - Basic;.</p> <p>.</p> <p>(2) FAR 52.219-9, Small Business Subcontracting Plan, with its Alternate III, and DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) - Alternate I, to allow for submission of SF 294s in lieu of ISRs; or.</p> <p>.</p> <p>(3) DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the Test Program described in DFARS 219.702-70..</p> <p>.</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.222-7006		1/31/2023	Restrictions on the Use of Mandatory Arbitration Agreements. (JAN 2023)	<p>252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements. (JAN 2023). As prescribed in 222.7405, use the following clause:.</p> <p>. RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (JAN 2023). . -. (a) Definitions. As used in this clause -.</p> <p>. Covered subcontractor means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial products or commercial services, including commercially available off-the-shelf items.. . Subcontract means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.. . (b) The Contractor -.</p> <p>. (1) Agrees not to -.</p> <p>. (i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration -.</p> <p>. (A) Any claim under title VII of the Civil Rights Act of 1964; or.</p> <p>. (B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or.</p> <p>. (ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>mandates that the employee or independent contractor resolve through arbitration -.</p> <p>.</p> <p>(A) Any claim under title VII of the Civil Rights Act of 1964; or.</p> <p>.</p> <p>(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and.</p> <p>.</p> <p>(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract..</p> <p>.</p> <p>(c) The prohibitions of this clause do not apply with respect to a contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States..</p> <p>.</p> <p>(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404..</p> <p>.</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.223-7001		12/1/1991	Hazard Warning Labels. (DEC 1991)	<p>252.223-7001 Hazard Warning Labels. (DEC 1991). As prescribed in 223.303, use the following clause:.</p> <p>. HAZARD WARNING LABELS (DEC 1991). .</p> <p>-. (a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract..</p> <p>. (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 "et seq"). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:.</p> <p>. (1) Federal Insecticide, Fungicide and Rodenticide Act;. . (2) Federal Food, Drug and Cosmetics Act;. . (3) Consumer Product Safety Act;. . (4) Federal Hazardous Substances Act; or. . (5) Federal Alcohol Administration Act..</p> <p>. (c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b) (1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>that a label is required in accordance with the Hazard Communication Standard..</p> <p>.</p> <p>-----.</p> <p>Material (if none, insert "none.") Act.</p> <p>-----.</p> <p>_____.</p> <p>_____.</p> <p>-----.</p> <p>.</p> <p>(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract..</p> <p>.</p> <p>(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract)..</p> <p>.</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.223-7002		11/17/2023	Safety Precautions for Ammunition and Explosives. (NOV 2023)	<p>252.223-7002 Safety Precautions for Ammunition and Explosives. (NOV 2023). As prescribed in 223.370-5, use the following clause:.</p> <p>. SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (NOV 2023). . -. (a) Definition. Ammunition and explosives, as used in this clause-.</p> <p>. (1) Means liquid and solid propellants and explosives, pyrotechnics, incendiaries and smokes in the following forms:.</p> <p>. (i) Bulk,.</p> <p>. (ii) Ammunition;.</p> <p>. (iii) Rockets;.</p> <p>. (iv) Missiles;.</p> <p>. (v) Warheads;.</p> <p>. (vi) Devices; and.</p> <p>. (vii) Components of (i) through (vi), except for wholly inert items..</p> <p>. (2) This definition does not include the following, unless the Contractor is using or incorporating these materials for initiation, propulsion, or detonation as an integral or component part of an explosive, an ammunition or explosive end item, or of a weapon system-.</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

			<p>.</p> <p>(i) Inert components containing no explosives, propellants, or pyrotechnics;.</p> <p>.</p> <p>(ii) Flammable liquids;.</p> <p>.</p> <p>(iii) Acids;.</p> <p>.</p> <p>(iv) Oxidizers;.</p> <p>.</p> <p>(v) Powdered metals; or.</p> <p>.</p> <p>(vi) Other materials having fire or explosive characteristics..</p> <p>.</p> <p>(b) Safety requirements. (1) The Contractor shall comply with the requirements of DoD Manual 4145.26, DoD Contractors' Safety Manual for Ammunition and Explosives, hereafter referred to as "the manual," in effect on the date of the solicitation for this contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract..</p> <p>.</p> <p>(2) The Contractor shall allow the Government access to the Contractor's facilities, personnel, and safety program documentation. The Contractor shall allow authorized Government representatives to evaluate safety programs, implementation, and facilities..</p> <p>.</p> <p>(c) Noncompliance with the manual. (1) If the Contracting Officer notifies the Contractor of any noncompliance with the manual or schedule provisions, the Contractor shall take immediate steps to correct the noncompliance. The Contractor is not entitled to reimbursement of costs incurred to correct noncompliances unless such reimbursement is specified elsewhere in the contract..</p> <p>.</p> <p>(2) The Contractor has 30 days from the date of notification by the Contracting Officer to correct the noncompliance and inform the Contracting Officer of the actions taken. The Contracting Officer may direct a different time period for the correction of noncompliances..</p> <p>.</p> <p>(3) If the Contractor refuses or fails to correct noncompliances within the time period specified by the Contracting Officer, the Government has the right to direct the Contractor to cease performance on all or part of this contract. The Contractor shall not resume performance until the Contracting Officer is satisfied that the corrective action was effective and the Contracting Officer so informs the Contractor..</p> <p>.</p> <p>(4) The Contracting Officer may remove Government personnel at any time the Contractor is in noncompliance with any safety requirement of this clause..</p> <p>.</p> <p>(5) If the direction to cease work or the removal of Government personnel results in increased costs to the Contractor, the Contractor shall not be entitled to an adjustment in the contract price or a change in the delivery or performance</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
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				<p>schedule unless the Contracting Officer later determines that the Contractor had in fact complied with the manual or schedule provisions. If the Contractor is entitled to an equitable adjustment, it shall be made in accordance with the Changes clause of this contract..</p> <p>.</p> <p>(d) Mishaps. If a mishap involving ammunition or explosives occurs, the Contractor shall-</p> <p>.</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>(1) Notify the Contracting Officer immediately;.</p> <p>.</p> <p>(2) Conduct an investigation in accordance with other provisions of this contract or as required by the Contracting Officer; and.</p> <p>.</p> <p>(3) Submit a written report to the Contracting Officer..</p> <p>.</p> <p>(e) Contractor responsibility for safety. (1) Nothing in this clause, nor any Government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of-.</p> <p>.</p> <p>(i) The Contractor's personnel and property;.</p> <p>.</p> <p>(ii) The Government's personnel and property; or.</p> <p>.</p> <p>(iii) The general public..</p> <p>.</p> <p>(2) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, State, and local laws, ordinances, codes, and regulations (including those requiring the obtaining of licenses and permits) in connection with the performance of this contract..</p> <p>.</p> <p>(f) Contractor responsibility for contract performance. (1) Neither the number or frequency of inspections performed by the Government, nor the degree of surveillance exercised by the Government, relieve the Contractor of its responsibility for contract performance..</p> <p>.</p> <p>(2) If the Government acts or fails to act in surveillance or enforcement of the safety requirements of this contract, this does not impose or add to any liability of the Government..</p> <p>.</p> <p>(g) Subcontractors. (1) The Contractor shall insert this clause, including this paragraph (g), in every subcontract that involves ammunition or explosives..</p> <p>.</p> <p>(i) The clause shall include a provision allowing authorized Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary..</p> <p>.</p> <p>(ii) Note: The Government Contracting Officer or authorized representative shall notify the prime Contractor of all findings concerning subcontractor safety and compliance with the manual. The Contracting Officer or authorized representative may furnish copies to the subcontractor. The Contractor in turn shall communicate directly with the subcontractor, substituting its name for references to "the Government". The Contractor and higher tier subcontractors shall also include provisions to allow direction to cease performance of the subcontract if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property, or contract performance..</p> <p>.</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
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				<p>(2) The Contractor agrees to ensure that the subcontractor complies with all contract safety requirements. The Contractor will determine the best method for verifying the adequacy of the subcontractor's compliance..</p> <p>.</p> <p>(3) The Contractor shall ensure that the subcontractor understands and agrees to the Government's right to access to the subcontractor's facilities, personnel, and safety program documentation to perform safety surveys. The Government performs these safety surveys of subcontractor facilities solely to prevent the occurrence of any mishap which would</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>endanger the safety of DoD personnel or otherwise adversely impact upon the Government's contractual interests..</p> <p>.</p> <p>(4) The Contractor shall notify the Contracting Officer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract represents a change in the place of performance, the Contractor shall request approval for such change in accordance with the clause of this contract entitled "Change in Place of Performance - Ammunition and Explosives"..</p> <p>.</p> <p>(End of clause).</p>
252.223-7003		12/1/1991	Change in Place of Performance - Ammunition and Explosives. (DEC 1991)	<p>252.223-7003 Change in Place of Performance - Ammunition and Explosives. (DEC 1991). As prescribed in 223.370-5, use the following clause:.</p> <p>.</p> <p>CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991).</p> <p>.</p> <p>..</p> <p>(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer..</p> <p>.</p> <p>(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance..</p> <p>.</p> <p>(c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer..</p> <p>.</p> <p>(End of clause).</p>

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252.223-7004		9/1/1988	Drug-Free Work Force. (SEP 1988)	<p>252.223-7004 Drug-Free Work Force. (SEP 1988). As prescribed in 223.570-2, use the following clause:.</p> <p>. DRUG-FREE WORK FORCE (SEP 1988). . . . (a) Definitions..</p> <p>. (1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence..</p> <p>. (2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law..</p> <p>. (b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause..</p> <p>. (c) Contractor programs shall include the following, or appropriate alternatives:.</p> <p>. (1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;.</p> <p>. (2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;.</p> <p>. (3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;.</p> <p>. (4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:.</p> <p>. (i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position..</p> <p>. (ii) In addition, the Contractor may establish a program for employee drug testing--.</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
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				<ul style="list-style-type: none">· (A) When there is a reasonable suspicion that an employee uses illegal drugs; or.· (B) When an employees has been involved in an accident or unsafe practice;.· (C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;.
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

			<p>.</p> <p>(D) As part of a voluntary employee drug testing program..</p> <p>.</p> <p>(iii) The Contractor may establish a program to test applicants for employment for illegal drug use..</p> <p>.</p> <p>(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services..</p> <p>.</p> <p>(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position..</p> <p>.</p> <p>(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session..</p> <p>.</p> <p>(End of clause).</p>
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252.223-7007		11/17/2023	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives. (NOV 2023)	<p>252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives. (NOV 2023). As prescribed in 223.7203, use the following clause:.</p> <p>· SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (NOV 2023). · -.</p> <p>(a) Definition. As used in this clause-Arms, ammunition, and explosives (AA&E) means those items within the scope of DoD Manual 5100.76, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives..</p> <p>· (b) The requirements of DoD Manual 5100.76 apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:.</p> <p>· · · Nomenclature National stock number Sensitivity category. · _____.</p> <p>· · (c) The Contractor shall comply with the requirements of DoD Manual 5100.76, as specified in the statement of work. The edition of DoD Manual 5100.76 in effect on the date of issuance of the solicitation for this contract shall apply..</p> <p>· (d) The Contractor shall allow representatives of the Defense Counterintelligence and Security Agency (DCSA), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract..</p>
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				<p>.</p> <p>(e) The Contractor shall notify the cognizant DCSA field office of any subcontract involving AA&E within 10 days after award of the subcontract..</p> <p>.</p> <p>(f) Subcontracts. The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier-.</p> <p>.</p> <p>(1) For the development, production, manufacture, or purchase of AA&E; or.</p> <p>.</p> <p>(2) When AA&E will be provided to the subcontractor as Government-furnished property..</p> <p>.</p> <p>(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract..</p> <p>.</p> <p>(End of clause).</p>
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252.225-7001		2/15/2024	Buy American and Balance of Payments Program. (FEB 2024)	<p>(a) Definitions. As used in this clause-</p> <p>Commercially available off-the-shelf (COTS) item-</p> <p>(1) Means any item of supply (including construction material) that is-</p> <p>(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in section 2.101 of the Federal Acquisition Regulation (FAR));</p> <p>(ii) Sold in substantial quantities in the commercial marketplace; and</p> <p>(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and</p> <p>(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.</p> <p>Component means an article, material, or supply incorporated directly into an end product.</p> <p>Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.</p> <p>Critical item means a domestic construction material or domestic end product that is deemed critical to the U.S. supply chain. The list of critical items is at FAR 25.105.</p> <p>Domestic end product means-</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>(1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both-</p> <p>(i) An unmanufactured end product mined or produced in the United States; or</p> <p>(ii) An end product manufactured in the United States if-</p> <p>(A) The cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029, unless an alternate percentage is established for a contract in accordance with FAR 25.101(d), or award is made before January 1, 2030, for a foreign end product that exceeds 55 percent domestic content (see Defense Federal Acquisition Regulation Supplement 225.103(b)(ii)). The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that-</p> <p>(1) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or</p> <p>(2) It is inconsistent with the public interest to apply the restrictions of the Buy American statute; or</p> <p>(B) The end product is a COTS item; or</p> <p>(2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of iron and steel not produced in the United States or a qualifying country constitutes less than 5 percent of the cost of all the components used in the end product (produced in the United States or a qualifying country means that all manufacturing processes of the iron or steel must take place in the United States or a qualifying country, except metallurgical processes involving refinement of steel additives). The cost of iron and steel not produced in the United States or a qualifying country includes but is not limited to the cost of iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings, not produced in the United States or a qualifying country, utilized in the manufacture of the end product and a good faith estimate of the cost of all iron or steel components not produced in the United States or a qualifying country, excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the explanation of cost of components in paragraph (1)(ii)(A) of this definition.</p> <p>End product means those articles, materials, and supplies to be acquired under this contract for public use.</p>
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				<p>Foreign end product means an end product other than a domestic end product.</p> <p>Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.</p>
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				<p>Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:</p> <p>Australia Austria Belgium Canada Czech Republic Denmark Egypt Estonia Finland France Germany Greece Israel Italy Japan Latvia Lithuania Luxembourg Netherlands Norway Poland Portugal Slovenia Spain Sweden Switzerland Turkey United Kingdom of Great Britain and Northern Ireland.</p> <p>Qualifying country component means a component mined, produced, or manufactured in a qualifying country.</p> <p>Qualifying country end product means-</p> <p>(1) An unmanufactured end product mined or produced in a qualifying country; or</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
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				<p>(2) An end product manufactured in a qualifying country if-</p> <p>(i) The cost of the following types of components exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029, unless an alternate percentage is established for a contract:</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>(A) Components mined, produced, or manufactured in a qualifying country.</p> <p>(B) Components mined, produced, or manufactured in the United States.</p> <p>(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States. Components of unknown origin are treated as foreign; or</p> <p>(ii) The end product is a COTS item.</p> <p>Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.</p> <p>United States means the 50 States, the District of Columbia, and outlying areas.</p> <p>(b) This clause implements 41 U.S.C. chapter 83, Buy American. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (see FAR 12.505(a)(1)). Unless otherwise specified, this clause applies to all line items in the contract.</p> <p>(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American-Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.</p> <p>(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.</p> <p>(End of clause)</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.225-7002		3/18/2022	Qualifying Country Sources as Subcontractors. (MAR 2022)	<p>252.225-7002 Qualifying Country Sources as Subcontractors. (MAR 2022). As prescribed in 225.1101(3), use the following clause:.</p> <p>. QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022). .</p> <p>-. (a) Definition. Qualifying country, as used in this clause, means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:.</p> <p>. Australia. Austria. Belgium. Canada. Czech Republic. Denmark. Egypt. Estonia. Finland. France. Germany. Greece. Israel. Italy. Japan. Latvia. Lithuania. Luxembourg. Netherlands. Norway. Poland. Portugal. Slovenia. Spain. Sweden. Switzerland. Turkey. United Kingdom of Great Britain and Northern Ireland.</p>
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				<p>.</p> <p>(b) Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources or U.S. sources from competing for subcontracts under this contract..</p> <p>.</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.225-7004		10/1/2020	Report of Intended Performance Outside the United States and Canada-Submission after Award. (OCT 2020)	<p>252.225-7004 Report of Intended Performance Outside the United States and Canada-Submission after Award. (OCT 2020).</p> <p>As prescribed in 225.7204(b), use the following clause:.</p> <p>. REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-SUBMISSION AFTER AWARD (OCT 2020).</p> <p>. -.</p> <p>(a) Definition. As used in this clause-.</p> <p>. United States means the 50 States, the District of Columbia, and outlying areas..</p> <p>. (b) Reporting requirement. The Contractor shall submit a report in accordance with this clause, if the Contractor or a first-tier subcontractor will perform any part of this contract outside the United States and Canada that-.</p> <p>. (1) Exceeds the threshold specified in Defense Federal Acquisition Regulation Supplement 225.7201(a) on the date of award of this contract; and.</p> <p>. (2) Could be performed inside the United States or Canada..</p> <p>. (c) Submission of reports. The Contractor-.</p> <p>. (1) Shall submit a report as soon as practical after the information is known;.</p> <p>. (2) To the maximum extent practicable, shall submit a report regarding a first-tier subcontractor at least 30 days before award of the subcontract;.</p> <p>. (3) Need not resubmit information submitted with its offer, unless the information changes;.</p> <p>. (4) Shall submit all reports to the Contracting Officer; and.</p> <p>. (5) Shall submit a copy of each report to: Principal Director, Defense Pricing and Contracting (Contract Policy), OUSD(A&S) DPC/CP, Washington, DC 20301-3060..</p> <p>. (d) Report format. The Contractor-.</p> <p>. (1) Shall submit reports using-.</p> <p>. (i) DD Form 2139, Report of Contract Performance Outside the United States; or.</p> <p>. (ii) A computer-generated report that contains all information required by DD Form 2139; and.</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
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				<p>.</p> <p>(2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at https://www.esd.whs.mil/Directives/forms/..</p> <p>.</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.225-7008		3/28/2013	Restriction on Acquisition of Specialty Metals. (MAR 2013)	<p>252.225-7008 Restriction on Acquisition of Specialty Metals. (MAR 2013). As prescribed in 225.7003-5(a)(1), use the following clause:.</p> <p>. RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013). .</p> <p>-. (a) Definitions. As used in this clause-.</p> <p>. Alloy means a metal consisting of a mixture of a basic metallic element and one or more metallic, or non-metallic, alloying elements..</p> <p>. (i) For alloys named by a single metallic element (e.g., titanium alloy), it means that the alloy contains 50 percent or more of the named metal (by mass)..</p> <p>. (ii) If two metals are specified in the name (e.g., nickel-iron alloy), those metals are the two predominant elements in the alloy, and together they constitute 50 percent or more of the alloy (by mass)..</p> <p>. Produce means-.</p> <p>(i) Atomization;. (ii) Sputtering; or. (iii) Final consolidation of non-melt derived metal powders..</p> <p>. Specialty metal means-.</p> <p>. (i) Steel-.</p> <p>. (A) With a maximum alloy content exceeding one or more of the following limits: Manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or.</p> <p>. (B) Containing more than 0.25 percent of any of the following elements: Aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;.</p> <p>. (ii) Metal alloys consisting of-.</p> <p>. (A) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or.</p> <p>. (B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;.</p> <p>. (iii) Titanium and titanium alloys; or.</p> <p>.</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
FOR PURCHASE ORDERS**

				<p>(iv) Zirconium and zirconium alloys..</p> <p>.</p> <p>Steel means an iron alloy that includes between .02 and 2 percent carbon and may include other elements..</p> <p>.</p> <p>(b) Any specialty metal delivered under this contract shall be melted or produced in the United States or its outlying areas..</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.225-7009		1/31/2023	Restriction on Acquisition of Certain Articles Containing Specialty Metals. (JAN 2023)	<p>252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals. (JAN 2023). As prescribed in 225.7003-5(a)(2), use the following clause:.</p> <p>. RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2023). . -. (a) Definitions. As used in this clause-.</p> <p>. Alloy means a metal consisting of a mixture of a basic metallic element and one or more metallic, or non-metallic, alloying elements.. . (i) For alloys named by a single metallic element (e.g., titanium alloy), it means that the alloy contains 50 percent or more of the named metal (by mass).. . (ii) If two metals are specified in the name (e.g., nickel-iron alloy), those metals are the two predominant elements in the alloy, and together they constitute 50 percent or more of the alloy (by mass).. . Assembly means an item forming a portion of a system or subsystem that-.</p> <p>. (i) Can be provisioned and replaced as an entity; and. . (ii) Incorporates multiple, replaceable parts.. . Commercial derivative military article means an item acquired by the Department of Defense that is or will be produced using the same production facilities, a common supply chain, and the same or similar production processes that are used for the production of articles predominantly used by the general public or by nongovernmental entities for purposes other than governmental purposes..</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>· Commercially available off-the-shelf item-.</p> <p>· (i) Means any item of supply that is-.</p> <p>· (A) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in section 2.101 of the Federal Acquisition Regulation);.</p> <p>· (B) Sold in substantial quantities in the commercial marketplace; and.</p> <p>· (C) Offered to the Government, under this contract or a subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and.</p> <p>· (ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products..</p> <p>· Component means any item supplied to the Government as part of an end item or of another component..</p> <p>· Electronic component means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electrical devices such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits. The term does not include structural or mechanical parts of an assembly containing an electronic component, and does not include any high performance magnets that may be used in the electronic component..</p> <p>· End item means the final production product when assembled or completed and ready for delivery under a line item of this contract..</p> <p>· High performance magnet means a permanent magnet that obtains a majority of its magnetic properties from rare earth metals (such as samarium)..</p> <p>· Produce means-.</p> <p>· (i) Atomization;.</p> <p>· (ii) Sputtering; or.</p> <p>· (iii) Final consolidation of non-melt derived metal powders..</p> <p>· Qualifying country means any country listed in the definition of "Qualifying country" at 225.003 of the Defense Federal Acquisition Regulation Supplement (DFARS)..</p> <p>·</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
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				<p>Specialty metal means-</p> <p>.</p> <p>(i) Steel-</p> <p>.</p> <p>(A) With a maximum alloy content exceeding one or more of the following limits: Manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or.</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>.</p> <p>(B) Containing more than 0.25 percent of any of the following elements: Aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;.</p> <p>.</p> <p>(ii) Metal alloys consisting of-.</p> <p>.</p> <p>(A) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or.</p> <p>.</p> <p>(B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;.</p> <p>.</p> <p>(iii) Titanium and titanium alloys; or.</p> <p>.</p> <p>(iv) Zirconium and zirconium alloys..</p> <p>.</p> <p>Steel means an iron alloy that includes between .02 and 2 percent carbon and may include other elements..</p> <p>.</p> <p>Subsystem means a functional grouping of items that combine to perform a major function within an end item, such as electrical power, attitude control, and propulsion..</p> <p>.</p> <p>(b) Restriction. Except as provided in paragraph (c) of this clause, any specialty metals incorporated in items delivered under this contract shall be melted or produced in the United States, its outlying areas, or a qualifying country..</p> <p>.</p> <p>(c) Exceptions. The restriction in paragraph (b) of this clause does not apply to-.</p> <p>.</p> <p>(1) Electronic components..</p> <p>.</p> <p>(2)(i) Commercially available off-the-shelf (COTS) items, other than-.</p> <p>.</p> <p>(A) Specialty metal mill products, such as bar, billet, slab, wire, plate, or sheet, that have not been incorporated into COTS end items, subsystems, assemblies, or components;.</p> <p>.</p> <p>(B) Forgings or castings of specialty metals, unless the forgings or castings are incorporated into COTS end items, subsystems, or assemblies;.</p> <p>.</p> <p>(C) Commercially available high performance magnets that contain specialty metal, unless such high performance magnets are incorporated into COTS end items or subsystems; and.</p> <p>.</p> <p>(D) COTS fasteners, unless-.</p> <p>.</p> <p>(1) The fasteners are incorporated into COTS end items, subsystems, assemblies, or components; or.</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
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				<ul style="list-style-type: none">.(2) The fasteners qualify for the commercial product exception in paragraph (c)(3) of this clause...(ii) A COTS item is considered to be "without modification" if it is not modified prior to contractual acceptance by the next higher tier in the supply chain...
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>(A) Specialty metals in a COTS item that was accepted without modification by the next higher tier are excepted from the restriction in paragraph (b) of this clause, and remain excepted, even if a piece of the COTS item subsequently is removed (e.g., the end is removed from a COTS screw or an extra hole is drilled in a COTS bracket)..</p> <p>.</p> <p>(B) Specialty metals that were not contained in a COTS item upon acceptance, but are added to the COTS item after acceptance, are subject to the restriction in paragraph (b) of this clause (e.g., a special reinforced handle made of specialty metal is added to a COTS item)..</p> <p>.</p> <p>(C) If two or more COTS items are combined in such a way that the resultant item is not a COTS item, only the specialty metals involved in joining the COTS items together are subject to the restriction in paragraph (b) of this clause (e.g., a COTS aircraft is outfitted with a COTS engine that is not the COTS engine normally provided with the aircraft)..</p> <p>.</p> <p>(D) For COTS items that are normally sold in the commercial marketplace with various options, items that include such options are also COTS items. However, if a COTS item is offered to the Government with an option that is not normally offered in the commercial marketplace, that option is subject to the restriction in paragraph (b) of this clause (e.g. An aircraft is normally sold to the public with an option for installation kits. The Department of Defense requests a military-unique kit. The aircraft is still a COTS item, but the military-unique kit is not a COTS item and must comply with the restriction in paragraph (b) of this clause unless another exception applies)..</p> <p>.</p> <p>(3) Fasteners that are commercial products, if the manufacturer of the fasteners certifies it will purchase, during the relevant calendar year, an amount of domestically melted or produced specialty metal, in the required form, for use in the production of fasteners for sale to the Department of Defense and other customers, that is not less than 50 percent of the total amount of the specialty metal that it will purchase to carry out the production of such fasteners for all customers..</p> <p>.</p> <p>(4) Items manufactured in a qualifying country..</p> <p>.</p> <p>(5) Specialty metals for which the Government has determined in accordance with DFARS 225.7003-3 that specialty metal melted or produced in the United States, its outlying areas, or a qualifying country cannot be acquired as and when needed in-</p> <p>.</p> <p>(i) A satisfactory quality;</p> <p>.</p> <p>(ii) A sufficient quantity; and.</p> <p>.</p> <p>(iii) The required form. In accordance with 10 U.S.C. 4863(m)(4), the term "required form" in this clause refers to the form of the mill product, such as bar, billet, wire, slab, plate, or sheet, in the grade appropriate for the production of a finished end item to be delivered to the Government under this contract; or a finished component assembled into an end item to be delivered to the Government under this contract..</p> <p>.</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
FOR PURCHASE ORDERS**

				<p>(6) End items containing a minimal amount of otherwise noncompliant specialty metals (i.e., specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in the end item, as estimated in good faith by the Contractor. This exception does not apply to high performance magnets containing specialty metals..</p> <p>.</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>(d) Compliance for commercial derivative military articles. (1) As an alternative to the compliance required in paragraph (b) of this clause, the Contractor may purchase an amount of domestically melted or produced specialty metals in the required form, for use during the period of contract performance in the production of the commercial derivative military article and the related commercial article, if-</p> <p>.</p> <p>(i) The Contracting Officer has notified the Contractor of the items to be delivered under this contract that have been determined by the Government to meet the definition of "commercial derivative military article"; and.</p> <p>.</p> <p>(ii) For each item that has been determined by the Government to meet the definition of "commercial derivative military article," the Contractor has certified, as specified in the provision of the solicitation entitled "Commercial Derivative Military Article-Specialty Metals Compliance Certificate" (DFARS 252.225-7010), that the Contractor and its subcontractor(s) will enter into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of-</p> <p>.</p> <p>(A) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or.</p> <p>.</p> <p>(B) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article..</p> <p>.</p> <p>(2) For the purposes of this alternative, the amount of specialty metal that is required to carry out production of the commercial derivative military article includes specialty metal contained in any item, including COTS items..</p> <p>.</p> <p>(e) Subcontracts. (1) The Contractor shall exclude and reserve paragraph (d) and this paragraph (e)(1) when flowing down this clause to subcontracts..</p> <p>.</p> <p>(2) The Contractor shall insert paragraphs (a) through (c) and this paragraph (e)(2) of this clause in subcontracts, including subcontracts for commercial products, that are for items containing specialty metals to ensure compliance of the end products that the Contractor will deliver to the Government. When inserting this clause in subcontracts, the Contractor shall-</p> <p>.</p> <p>(i) Modify paragraph (c)(6) of this clause only as necessary to facilitate management of the minimal content exception at the prime contract level. The minimal content exception does not apply to specialty metals contained in high-performance magnets; and.</p> <p>.</p> <p>(ii) Not further alter the clause other than to identify the appropriate parties..</p> <p>.</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.225-7028		4/1/2003	Exclusionary Policies and Practices of Foreign Governments. (APR 2003)	<p>252.225-7028 Exclusionary Policies and Practices of Foreign Governments. (APR 2003). As prescribed in 225.7307(b), use the following clause:.</p> <p>· EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003). · -.</p> <p>The Contractor and its subcontractors shall not take into account the exclusionary policies or practices of any foreign government in employing or assigning personnel, if--.</p> <p>· (a) The personnel will perform functions required by this contract, either in the United States or abroad; and. · (b) The exclusionary policies or practices of the foreign government are based on race, religion, national origin, or sex.. · (End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.225-7030		12/1/2006	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate. (DEC 2006)	<p>252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate. (DEC 2006). As prescribed in 225.7011-3, use the following clause:.</p> <p>. RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (DEC 2006). . -.</p> <p>(a) Carbon, alloy, and armor steel plate shall be melted and rolled in the United States or Canada if the carbon, alloy, or armor steel plate--.</p> <p>. (1) Is in Federal Supply Class 9515 or is described by specifications of the American Society for Testing Materials or the American Iron and Steel Institute; and. . (2)(i) Will be delivered to the Government for use in a Government-owned facility or a facility under the control of the Department of Defense; or. . (ii) Will be purchased by the Contractor for use in a Government-owned facility or a facility under the control of the Department of Defense.. . (b) This restriction--.</p> <p>. (1) Applies to the acquisition of carbon, alloy, or armor steel plate as a finished steel mill product that may be used ``as is" or may be used as an intermediate material for the fabrication of an end product; and . . (2) Does not apply to the acquisition of an end product (e.g., a machine tool), to be used in the facility, that contains carbon, alloy, or armor steel plate as a component.. . (End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.225-7058		1/31/2023	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China. (JAN 2023)	<p>252.225-7058 Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China. (JAN 2023).</p> <p>As prescribed in 225.7021-4(b), use the following clause:.</p> <p>·</p> <p>POSTAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (JAN 2023).</p> <p>·</p> <p>·.</p> <p>(a) Definitions. As used in this clause-</p> <p>·</p> <p>Covered contract means any DoD contract or subcontract with a value in excess of \$5 million, not including contracts for commercial products and commercial services..</p> <p>·</p> <p>Covered entity means any corporation, company, limited liability company, limited partnership, business trust, business association, or other similar entity, including any subsidiary thereof, performing work on a covered contract in the People's Republic of China, including by leasing or owning real property used in the performance of the covered contract in the People's Republic of China..</p> <p>·</p> <p>(b) Disclosure requirement. (1) In accordance with section 855 of the National Defense Authorization Act for Fiscal Year 2022 (Pub. L. 117-81, 10 U.S.C. 4651 note prec.), DoD may not award, extend, or exercise an option on a</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>covered contract with a covered entity unless such covered entity submits each required disclosure of its use of workforce and facilities in the People's Republic of China, if it employs one or more individuals who perform work in the People's Republic of China on a covered contract..</p> <p>.</p> <p>(2) If the Contractor is a covered entity, the Contractor shall disclose for the Government's fiscal years 2023 and 2024, the Contractor's employment of one or more individuals who perform work in the People's Republic of China on any covered contract. The disclosures shall include-</p> <p>.</p> <p>(i) The total number of such individuals who perform work in the People's Republic of China on the covered contracts funded by DoD; and.</p> <p>.</p> <p>(ii) A description of the physical presence, including street address or addresses in the People's Republic of China, where work on the covered contract is performed..</p> <p>.</p> <p>(c) Subcontracts. The Contractor shall insert this clause, including this paragraph (c), without alteration other than to identify the appropriate parties, in all subcontracts that meet the definition of a covered contract..</p> <p>.</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.226-7001		1/31/2023	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns. (JAN 2023)	<p>252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns. (JAN 2023).</p> <p>As prescribed in 226.104, use the following clause:.</p> <p>.</p> <p>UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023).</p> <p>.</p> <p>..</p> <p>(a) Definitions. As used in this clause-</p> <p>.</p> <p>Indian means-</p> <p>.</p> <p>(1) Any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c); and.</p> <p>.</p> <p>(2) Any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.)..</p> <p>.</p> <p>Indian organization means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. chapter 17..</p> <p>.</p> <p>Indian-owned economic enterprise means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise..</p> <p>.</p> <p>Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c)..</p> <p>.</p> <p>Interested party means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract..</p> <p>.</p> <p>Native Hawaiian small business concern means an entity that is-</p> <p>.</p> <p>(1) A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632) and relevant implementing regulations; and.</p> <p>.</p> <p>(2) Owned and controlled by a Native Hawaiian as defined in 25 U.S.C. 4221(9)..</p> <p>.</p> <p>(b) The Contractor shall use its best efforts to give Indian organizations, Indian-owned economic enterprises, and Native Hawaiian small business concerns the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract..</p> <p>.</p> <p>(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status..</p> <p>.</p> <p>(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to-.</p> <p>.</p> <p>(1)(i) For matters relating to Indian organizations or Indian-owned economic enterprises:.</p> <p>.</p> <p>U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Bureau Procurement Chief, 12220 Sunrise Valley Drive, Reston, VA 20191, Phone: 703-390-6433, Website: https://www.bia.gov/..</p> <p>.</p> <p>(ii) The BIA will determine the eligibility and will notify the Contracting Officer..</p> <p>.</p> <p>(2)(i) For matters relating to Native Hawaiian small business concerns:.</p> <p>.</p> <p>Department of Hawaiian Home Lands, P.O. Box 1879, Honolulu, HI 96805, Phone: 808-620-9500, Website: http://dhhl.hawaii.gov/..</p> <p>.</p> <p>(ii) The Department of Hawaiian Home Lands will determine the eligibility and will notify the Contracting Officer..</p> <p>.</p> <p>(e) No incentive payment will be made-.</p> <p>.</p> <p>(1) While a challenge is pending; or.</p> <p>.</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>(2) If a subcontractor is determined to be an ineligible participant..</p> <p>.</p> <p>(f)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an incentive payment in accordance with this clause..</p> <p>.</p> <p>(2) The incentive amount that may be requested is 5 percent of the estimated cost, target cost, or fixed price included in</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

			<p>the subcontract at the time of award to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern..</p> <p>.</p> <p>(3) In the case of a subcontract for commercial products or commercial services, the Contractor may receive an incentive payment only if the subcontracted items are produced or manufactured in whole or in part by an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern..</p> <p>.</p> <p>(4) The Contractor has the burden of proving the amount claimed and shall assert its request for an incentive payment prior to completion of contract performance..</p> <p>.</p> <p>(5) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the estimated cost, target cost, or fixed price included in the subcontract awarded to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern..</p> <p>.</p> <p>(6) If the Contractor requests and receives an incentive payment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the incentive amount..</p> <p>.</p> <p>(g) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding \$500,000..</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.227-7016		1/31/2023	Rights in Bid or Proposal Information. (JAN 2023)	<p>252.227-7016 Rights in Bid or Proposal Information. (JAN 2023). As prescribed in 227.7103-6(e)(1), 227.7104(e)(1), or 227.7203-6(b), use the following clause:.</p> <p>. RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2023). . -. (a) Definitions..</p> <p>. (1) For contracts that require the delivery of technical data, the terms "technical data" and "computer software" are defined in the Rights in Technical Data-Other Than Commercial Products and Commercial Services clause of this contract or, if this is a contract awarded under the Small Business Innovation Research Program, the Rights in Other Than Commercial Technical Data and Computer Software-Small Business Innovation Research (SBIR) Program clause of this contract..</p> <p>. (2) For contracts that do not require the delivery of technical data, the term "computer software" is defined in the Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation clause of this contract or, if this is a contract awarded under the Small Business Innovation Research Program, the Rights in Other Than Commercial Technical Data and Computer Software-Small Business Innovation Research (SBIR) Program clause of this contract..</p> <p>. (b) Government rights to contract award. By submission of its offer, the Offeror agrees that the Government-.</p> <p>. (1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer..</p> <p>. (2) Except as provided in paragraph (d) of this clause, shall use information contained in the bid or proposal only for evaluational purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>Officer to receive such information..</p> <p>.</p> <p>(c) Government rights subsequent to contract award. The Contractor agrees-.</p> <p>.</p> <p>(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government shall have the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission..</p> <p>.</p> <p>(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software required to be delivered under this contract are determined by the Rights in Technical Data-Other Than Commercial Products and Commercial Services, Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation, or Rights in Other Than Commercial Technical Data and Computer Software-Small Business Innovation Research (SBIR) Program clause(s) of this contract..</p> <p>.</p> <p>(d) Government-furnished information. The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software. .</p> <p>.</p> <p>(e) Information available without restrictions. The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party..</p> <p>.</p> <p>(f) Flowdown. Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties..</p> <p>.</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.227-7025		1/31/2023	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (JAN 2023)	<p>252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (JAN 2023). As prescribed in 227.7103-6(c), 227.7104(f)(1), or 227.7203-6(d), use the following clause:.</p> <p>. LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JAN 2023). . -.</p> <p>(a)(1) For contracts in which the Government will furnish the Contractor with technical data, the terms "covered Government support contractor," "limited rights," and "Government purpose rights" are defined in the clause at 252.227-7013, Rights in Technical Data-Other Than Commercial Products and Commercial Services..</p> <p>. (2) For contracts in which the Government will furnish the Contractor with computer software or computer software documentation, the terms "covered Government support contractor," "government purpose rights," and "restricted rights" are defined in the clause at 252.227-7014, Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation..</p> <p>. (3) For Small Business Innovation Research program contracts, the terms "covered Government support contractor," "limited rights," "restricted rights," and "SBIR data rights" are defined in the clause at 252.227-7018, Rights in Other Than Commercial Technical Data and Computer Software-Small Business Innovation Research (SBIR) Program..</p> <p>. (b) Technical data or computer software provided to the Contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure..</p> <p>. (1) GFI marked with limited rights, restricted rights, or SBIR data rights legends. (i) The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends, computer software received with restricted rights legends, or SBIR technical data or computer software received with SBIR data rights legends (during the SBIR data protection period) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any unauthorized person..</p> <p>. (ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause..</p> <p>. (2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
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				<p>software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7..</p> <p>.</p> <p>(3) GFI marked with specially negotiated license rights legends. (i) The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software..</p> <p>.</p> <p>(ii) If the Contractor is a covered Government support contractor, the Contractor may also be subject to some or all of the additional terms and conditions at paragraph (b)(5) of this clause, to the extent such terms and conditions are required by the specially negotiated license..</p> <p>.</p> <p>(4) GFI technical data marked with commercial restrictive legends. (i) The Contractor shall use, modify, reproduce, perform, or display technical data that is or pertains to a commercial product or commercial service and is received from the Government with a commercial restrictive legend (i.e., marked to indicate that such data are subject to use, modification, reproduction, release, performance, display, or disclosure restrictions) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, use the technical data to manufacture additional quantities of the commercial products or commercial services, or release or disclose such data to any unauthorized person..</p> <p>.</p> <p>(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause.</p> <p>.</p> <p>(5) Covered Government support contractors. If the Contractor is a covered Government support contractor receiving technical data or computer software marked with restrictive legends pursuant to paragraphs (b)(1)(ii), (b)(3)(ii), or (b)(4)(ii) of this clause, the Contractor further agrees and acknowledges that-</p> <p>.</p> <p>(i) The technical data or computer software will be accessed and used for the sole purpose of furnishing independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of the program or effort to which such technical data or computer software relates, as stated in this contract, and shall not be used to compete for any Government or non-Government contract;</p> <p>.</p> <p>(ii) The Contractor will take all reasonable steps to protect the technical data or computer software against any unauthorized release or disclosure;.</p> <p>.</p> <p>(iii) The Contractor will ensure that the party whose name appears in the legend is notified of the access or use within thirty (30) days of the Contractor's access or use of such data or software;.</p> <p>.</p> <p>(iv) The Contractor will enter into a non-disclosure agreement with the party whose name appears in the legend, if required to do so by that party, and that any such non-disclosure agreement will implement the restrictions on the Contractor's use of such data or software as set forth in this clause. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and.</p> <p>.</p> <p>(v) That a breach of these obligations or restrictions may subject the Contractor to-</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
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				<p>.</p> <p>(A) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and.</p> <p>.</p> <p>(B) Civil actions for damages and other appropriate remedies by the party whose name appears in the legend..</p> <p>.</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees-</p> <p>.</p> <p>(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and.</p> <p>.</p> <p>(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends..</p> <p>.</p> <p>(d) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of any GFI covered by this clause..</p>
252.227-7030		3/1/2000	Technical Data - Withholding of Payment. (MAR 2000)	<p>252.227-7030 Technical Data - Withholding of Payment. (MAR 2000).</p> <p>As prescribed at 227.7103-6(e)(2) or 227.7104(e)(4), use the following clause:.</p> <p>.</p> <p>TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000).</p> <p>.</p> <p>..</p> <p>(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor..</p> <p>.</p> <p>(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract..</p> <p>.</p> <p>(End of clause).</p>

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252.229-7011		9/1/2005	Reporting of Foreign Taxes--U.S. Assistance Programs. (SEP 2005)	<p>252.229-7011 Reporting of Foreign Taxes--U.S. Assistance Programs. (SEP 2005). As prescribed in 229.170-4, use the following clause:.</p> <p>. REPORTING OF FOREIGN TAXES--U.S. ASSISTANCE PROGRAMS (SEP 2005). . -. (a) Definition. Commodities, as used in this clause, means any materials, articles, supplies, goods, or equipment.. . (b) Commodities acquired under this contract shall be exempt from all value added taxes and customs duties imposed by the recipient country. This exemption is in addition to any other tax exemption provided through separate agreements or other means. . . (c) The Contractor shall inform the foreign government of the tax exemption, as documented in the Letter of Offer and Acceptance, country-to-country agreement, or interagency agreement.. . (d) If the foreign government or entity nevertheless imposes taxes, the Contractor shall promptly notify the Contracting Officer and shall provide documentation showing that the foreign government was apprised of the tax exemption in accordance with paragraph (c) of this clause.. . (e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for commodities that exceed \$500.. . (End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.239-7001		1/1/2008	Information Assurance Contractor Training and Certification. (JAN 2008)	<p>252.239-7001 Information Assurance Contractor Training and Certification. (JAN 2008). As prescribed in 239.7103(b), use the following clause:.</p> <p>. INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008). .</p> <p>-. (a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--.</p> <p>. (1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and. .</p> <p>(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.. .</p> <p>(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.. .</p> <p>(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.. .</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.246-7006		3/25/2016	Warranty Tracking of Serialized Items. (MAR 2016)	<p>252.246-7006 Warranty Tracking of Serialized Items. (MAR 2016). As prescribed in 246.710(3)(ii), use the following clause:.</p> <p>· WARRANTY TRACKING OF SERIALIZED ITEMS (MAR 2016).</p> <p>· -.</p> <p>(a) Definitions. As used in this clause-</p> <p>· Duration means the warranty period. This period may be a stated period of time, amount of usage, or the occurrence of a specified event, after formal acceptance of delivery, for the Government to assert a contractual right for the correction of defects..</p> <p>· Enterprise means the entity (e.g., a manufacturer or vendor) responsible for granting the warranty and/or assigning unique item identifiers to serialized warranty items..</p> <p>· Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency..</p> <p>· First use means the initial or first-time use of a product by the Government..</p> <p>· Fixed expiration means the date the warranty expires and the Contractor's obligation to provide for a remedy or corrective action ends..</p> <p>· Installation means the date a unit is inserted into a higher level assembly in order to make that assembly operational..</p> <p>· Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for International Standards Organization/International Electrotechnical Commission 15459, located at http://www.aimglobal.org/?Reg_Authority15459..</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>.</p> <p>Item type means a coded representation of the description of the item being warranted, consisting of the codes C-component procured separate from end item, S-subassembly procured separate from end item or subassembly, E-embedded in component, subassembly or end item parent, and P-parent end item..</p> <p>.</p> <p>Starting event means the event or action that initiates the warranty, such as first use or upon installation..</p> <p>.</p> <p>Serialized item means each item produced is assigned a serial number that is unique among all the collective tangible items produced by the enterprise, or each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment within the enterprise identifier. The enterprise is responsible for ensuring unique serialization within the enterprise identifier or within the part, lot, or batch numbers, and that serial numbers, once assigned, are never used again..</p> <p>.</p> <p>Unique item identifier means a set of data elements marked on an item that is globally unique and unambiguous..</p> <p>.</p> <p>Usage means the quantity and an associated unit of measure that specifies the amount of a characteristic subject to the contractor's obligation to provide for remedy or corrective action, such as a number of miles, hours, or cycles..</p> <p>.</p> <p>Warranty administrator means the organization specified by the guarantor for managing the warranty..</p> <p>.</p> <p>Warranty guarantor means the enterprise that provides the warranty under the terms and conditions of a contract..</p> <p>.</p> <p>Warranty repair source means the organization specified by a warranty guarantor for receiving and managing warranty items that are returned by a customer..</p> <p>.</p> <p>Warranty tracking means the ability to trace a warranted item from delivery through completion of the effectivity of the warranty..</p> <p>.</p> <p>(b) Reporting of data for warranty tracking and administration. (1) The Contractor shall provide the information required by the attachment entitled "Warranty Tracking Information" on each contract line item number, subline item number, or exhibit line item number for warranted items no later than the time of award. Information required in the warranty attachment shall include such information as duration, fixed expiration, item type, starting event, usage, warranty administrator enterprise identifier, and warranty guarantor enterprise identifier..</p> <p>.</p> <p>(2) The Contractor shall provide the following information no later than when the warranted items are presented for receipt and/or acceptance-</p> <p>.</p> <p>(i) The unique item identifier for each warranted item required by the attachment entitled "Warranty Tracking Information;" and.</p> <p>.</p> <p>(ii) The warranty repair source information and instructions for each warranted item required by the attachment</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
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				<p>entitled "Source of Repair Instructions."</p> <p>.</p> <p>(3) The Contractor shall submit the data for warranty tracking to the Contracting Officer with a copy to the requiring activity and the Contracting Officer Representative..</p> <p>.</p> <p>(4) For additional information on warranty attachments, see the "Warranty and Source of Repair" training and</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
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				<p>"Warranty and Source of Repair Tracking User Guide" accessible on the Product Data Reporting and Evaluation Program (PDREP) Web site at https://www.pdrep.csd.disa.mil/pdrep_files/other/wsr.htm..</p> <p>.</p> <p>(c) Reservation of rights. The terms of this clause shall not be construed to limit the Government's rights or remedies under any other contract clause..</p> <p>.</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.247-7023		1/31/2023	Transportation of Supplies by Sea. (JAN 2023)	<p>252.247-7023 Transportation of Supplies by Sea. (JAN 2023). Basic. As prescribed in 247.574(b) and (b)(1), use the following clause:.</p> <p>. TRANSPORTATION OF SUPPLIES BY SEA - BASIC (JAN 2023). . -. (a) Definitions. As used in this clause-.</p> <p>. Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.. . Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.. . Foreign-flag vessel means any vessel that is not a U.S.-flag vessel.. . Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.. . Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.. . Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea. (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.. . (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools;</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing..</p> <p>.</p> <p>U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States..</p> <p>.</p> <p>(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract..</p> <p>.</p> <p>(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-</p> <p>.</p> <p>(i) This contract is a construction contract; or.</p> <p>.</p> <p>(ii) The supplies being transported are-</p> <p>.</p> <p>(A) Other than commercial products or.</p> <p>.</p> <p>(B) Commercial products that-</p> <p>.</p> <p>(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);.</p> <p>.</p> <p>(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or.</p> <p>.</p> <p>(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643..</p> <p>.</p> <p>(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-</p> <p>.</p> <p>(1) U.S.-flag vessels are not available for timely shipment;.</p> <p>.</p> <p>(2) The freight charges are inordinately excessive or unreasonable; or.</p> <p>.</p> <p>(3) Freight charges are higher than charges to private persons for transportation of like goods..</p> <p>.</p> <p>(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-</p> <p>.</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
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				<div>(1) Type, weight, and cube of cargo;. . (2) Required shipping date;. . (3) Special handling and discharge requirements;. .</div>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>(4) Loading and discharge points;.</p> <p>.</p> <p>(5) Name of shipper and consignee;.</p> <p>.</p> <p>(6) Prime contract number; and.</p> <p>.</p> <p>(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose..</p> <p>.</p> <p>(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:.</p> <p>.</p> <p>(1) Prime contract number;.</p> <p>.</p> <p>(2) Name of vessel;.</p> <p>.</p> <p>(3) Vessel flag of registry;.</p> <p>.</p> <p>(4) Date of loading;.</p> <p>.</p> <p>(5) Port of loading;.</p> <p>.</p> <p>(6) Port of final discharge;.</p> <p>.</p> <p>(7) Description of commodity;.</p> <p>.</p> <p>(8) Gross weight in pounds and cubic feet if available;.</p> <p>.</p> <p>(9) Total ocean freight in U.S. dollars; and.</p> <p>.</p> <p>(10) Name of the steamship company..</p> <p>.</p> <p>(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief-.</p> <p>.</p> <p>(1) No ocean transportation was used in the performance of this contract;.</p> <p>.</p> <p>(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;.</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
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				<p>.</p> <p>(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or.</p> <p>.</p> <p>(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:.</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>Item Contract Quantity. Description Line Items.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Total _____</p> <p>·</p> <p>(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use..</p> <p>·</p> <p>(h) If the Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor-</p> <p>·</p> <p>(1) Shall notify the Contracting Officer of that fact; and.</p> <p>·</p> <p>(2) Hereby agrees to comply with all the terms and conditions of this clause..</p> <p>·</p> <p>(i) Subcontracts. In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial products, the Contractor shall flow down the requirements of this clause as follows:.</p> <p>·</p> <p>(1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation..</p> <p>·</p> <p>(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation..</p> <p>·</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

52.203-5		5/29/2014	Covenant Against Contingent Fees. (MAY 2014)	<p>52.203-5 Covenant Against Contingent Fees. (MAY 2014). As prescribed in 3.404, insert the following clause:.</p> <p>·</p> <p>COVENANT AGAINST CONTINGENT FEES (MAY 2014).</p> <p>·</p> <p>·.</p> <p>(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee..</p> <p>·</p> <p>(b) Bona fide agency, as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence..</p> <p>·</p> <p>Bona fide employee, as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence..</p> <p>·</p> <p>Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract..</p> <p>·</p> <p>Improper influence, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter..</p> <p>·</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

52.203-6		6/5/2020	Restrictions on Subcontractor Sales to the Government. (JUN 2020)	<p>52.203-6 Restrictions on Subcontractor Sales to the Government. (JUN 2020). As prescribed in 3.503-2, insert the following clause:.</p> <p>·</p> <p>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020).</p> <p>·</p> <p>·.</p> <p>(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract..</p> <p>·</p> <p>(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation..</p> <p>·</p> <p>(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award..</p> <p>·</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

52.203-10		5/29/2014	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)	<p>52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014). As prescribed in 3.104-9(b) insert the following clause:.</p> <p>. PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014). .</p> <p>-. (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of 41 U.S.C. 2102 or 2103, as implemented in section 3.104 of the Federal Acquisition Regulation..</p> <p>. (b) The price or fee reduction referred to in paragraph (a) of this clause shall be -. .</p> <p>(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;. .</p> <p>(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract.. .</p> <p>(3) For cost-plus-award-fee contracts -. .</p> <p>(i) The base fee established in the contract at the time of contract award;. .</p> <p>(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.. .</p> <p>(4) For fixed-price-incentive contracts, the Government may -. .</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or.</p> <p>.</p> <p>(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price..</p> <p>.</p> <p>(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award..</p> <p>.</p> <p>(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the statute by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced..</p> <p>.</p> <p>(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract..</p> <p>.</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

52.209-10		11/1/2015	Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)	<p>52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015). As prescribed in 9.108-5(b), insert the following clause:.</p> <p>. PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015). .</p> <p>-. (a) Definitions. As used in this clause-.</p> <p>. Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c)..</p> <p>. Subsidiary means an entity in which more than 50 percent of the entity is owned-.</p> <p>. (1) Directly by a parent corporation; or. . (2) Through another subsidiary of a parent corporation.. .</p> <p>(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.. .</p> <p>(c) Exceptions to this prohibition are located at 9.108-2.. .</p> <p>(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
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				<div>within five business days from the date of the inversion event..</div> <div>.</div> <div>(End of clause).</div>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

52.211-5		8/1/2000	Material Requirements. (AUG 2000)	<p>52.211-5 Material Requirements. (AUG 2000). As prescribed in 11.304, insert the following clause:.</p> <p>. MATERIAL REQUIREMENTS (AUG 2000). . -. (a) Definitions. As used in this clause - . . New means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.. . Reconditioned means restored to the original normal operating condition by readjustments and material replacement.. . Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.. . Remanufactured means factory rebuilt to original specifications.. . Virgin material means - . . (1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or. . (2) Any undeveloped resource that is, or with new technology will become, a source of raw materials..</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>·</p> <p>(b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause..</p> <p>·</p> <p>(c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition..</p> <p>·</p> <p>(d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval..</p> <p>·</p> <p>(e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use..</p> <p>·</p> <p>(End of clause).</p>
52.211-17		9/1/1989	Delivery of Excess Quantities. (SEP 1989)	<p>52.211-17 Delivery of Excess Quantities. (SEP 1989). As prescribed in 11.703(b), insert the following clause:.</p> <p>·</p> <p>DELIVERY OF EXCESS QUANTITIES (SEP 1989).</p> <p>·</p> <p>·</p> <p>The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price..</p> <p>·</p> <p>(End of clause).</p>

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52.222-3		6/1/2003	Convict Labor. (JUN 2003)	<p>52.222-3 Convict Labor. (JUN 2003). As prescribed in 22.202, insert the following clause:.</p> <p>.</p> <p>CONVICT LABOR (JUN 2003).</p> <p>.</p> <p>..</p> <p>(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands..</p> <p>.</p> <p>(b) The Contractor is not prohibited from employing persons--.</p> <p>.</p> <p>(1) On parole or probation to work at paid employment during the term of their sentence;.</p> <p>.</p> <p>(2) Who have been pardoned or who have served their terms; or.</p> <p>.</p> <p>(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--.</p> <p>.</p> <p>(i) The worker is paid or is in an approved work training program on a voluntary basis;.</p> <p>.</p> <p>(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;.</p> <p>.</p> <p>(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;.</p> <p>.</p> <p>(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and.</p> <p>.</p> <p>(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943..</p> <p>.</p> <p>(End of clause).</p>
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52.222-19		2/23/2024	Child Labor - Cooperation with Authorities and Remedies. (FEB 2024)	<p>(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in-</p> <p>(1) Israel, and the anticipated value of the acquisition is \$50,000 or more;</p> <p>(2) Mexico, and the anticipated value of the acquisition is \$102,280 or more; or</p> <p>(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$174,000 or more.</p> <p>(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.</p> <p>(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:</p> <p>(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.</p> <p>(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.</p> <p>(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.</p> <p>(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)</p> <p>(d) Remedies. (1) The Contracting Officer may terminate the contract.</p> <p>(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.</p>
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				<p>(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.</p> <p>(End of clause)</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

52.223-3		2/16/2021	Hazardous Material Identification and Material Safety Data. (FEB 2021)	<p>52.223-3 Hazardous Material Identification and Material Safety Data. (FEB 2021). As prescribed in 23.303, insert the following clause:..</p> <p>·</p> <p>HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021).</p> <p>·</p> <p>·</p> <p>(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract)..</p> <p>·</p> <p>(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract..</p> <p>·</p> <p>Material. (if none, insert None) Identification No..</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>·</p> <p>(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous..</p> <p>·</p> <p>(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award..</p> <p>·</p> <p>(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data..</p> <p>·</p> <p>(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property..</p> <p>·</p> <p>(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material..</p> <p>·</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
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				<p>(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:.</p> <p>.</p> <p>(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-.</p> <p>.</p> <p>(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;.</p>
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				<p>.</p> <p>(ii) Obtain medical treatment for those affected by the material; and.</p> <p>.</p> <p>(iii) Have others use, duplicate, and disclose the data for the Government for these purposes..</p> <p>.</p> <p>(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data..</p> <p>.</p> <p>(3) The Government is not precluded from using similar or identical data acquired from other sources..</p> <p>.</p> <p>(End of clause).</p>
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52.227-1		6/5/2020	Authorization and Consent. (JUN 2020)	<p>52.227-1 Authorization and Consent. (JUN 2020). As prescribed in 27.201-2(a)(1), insert the following clause:.</p> <p>. AUTHORIZATION AND CONSENT (JUN 2020). . -.</p> <p>(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent-.</p> <p>. (1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract; or . . (2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with . . (i) specifications or written provisions forming a part of this contract; or . . (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.. . (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, does not affect this</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
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				authorization and consent.. . (End of clause).
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

52.227-14		5/29/2014	Rights in Data-General. (MAY 2014)	<p>52.227-14 Rights in Data-General. (MAY 2014).</p> <p>As prescribed in 27.409(b)(1), insert the following clause with any appropriate alternates:.</p> <p>·</p> <p>RIGHTS IN DATA-GENERAL (MAY 2014).</p> <p>·</p> <p>·-</p> <p>(a) Definitions. As used in this clause-</p> <p>·</p> <p>Computer database or database means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software..</p> <p>·</p> <p>Computer software- (1) Means (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled..</p> <p>·</p> <p>(2) Does not include computer databases or computer software documentation..</p> <p>·</p> <p>Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software..</p> <p>·</p> <p>Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information..</p> <p>·</p>
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				<p>Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software..</p> <p>.</p> <p>Limited rights means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause..</p> <p>.</p> <p>Limited rights data means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications..</p> <p>.</p> <p>Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software..</p> <p>.</p> <p>Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software..</p> <p>.</p> <p>Technical data, means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116)..</p> <p>.</p> <p>Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so..</p> <p>.</p> <p>(b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-</p> <p>.</p> <p>(i) Data first produced in the performance of this contract;.</p> <p>.</p> <p>(ii) Form, fit, and function data delivered under this contract;.</p> <p>.</p> <p>(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components,</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>or processes delivered or furnished for use under this contract; and .</p> <p>.</p> <p>(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause..</p> <p>.</p> <p>(2) The Contractor shall have the right to-</p>
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				<p>· (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;.</p> <p>· (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;.</p> <p>· (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and .</p> <p>· (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause..</p> <p>· (c) Copyright- (1) Data first produced in the performance of this contract. (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract..</p> <p>· (ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number)..</p> <p>· (iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government..</p> <p>· (2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-</p> <p>· (i) Identifies the data; and.</p> <p>· (ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract..</p> <p>·</p>
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				<p>(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data..</p> <p>.</p> <p>(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-.</p>
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				<p>· (1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);.</p> <p>· (2) As expressly set forth in this contract; or.</p> <p>· (3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer..</p> <p>· (e) Unauthorized marking of data. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings..</p> <p>· (i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;.</p> <p>· (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions..</p> <p>· (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed..</p> <p>· (2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder..</p> <p>·</p>
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				<p>(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract..</p> <p>.</p> <p>(f) Omitted or incorrect markings. (1) Data delivered to the Government without any restrictive markings shall be</p>
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				<p>deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data..</p> <p>.</p> <p>(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-</p> <p>.</p> <p>(i) Identifies the data to which the omitted notice is to be applied;.</p> <p>.</p> <p>(ii) Demonstrates that the omission of the notice was inadvertent;.</p> <p>.</p> <p>(iii) Establishes that the proposed notice is authorized; and.</p> <p>.</p> <p>(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice..</p> <p>.</p> <p>(3) If data has been marked with an incorrect notice, the Contracting Officer may-</p> <p>.</p> <p>(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or.</p> <p>.</p> <p>(ii) Correct any incorrect notices..</p> <p>.</p> <p>(g) Protection of limited rights data and restricted computer software. (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-</p> <p>.</p> <p>(i) Identify the data being withheld; and.</p> <p>.</p> <p>(ii) Furnish form, fit, and function data instead..</p> <p>.</p> <p>(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software..</p> <p>.</p> <p>(3) (Reserved).</p> <p>.</p> <p>(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer..</p>
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				<p>· (i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government..</p> <p>· (End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

52.227-22		6/1/1987	Major System - Minimum Rights. (JUN 1987)	<p>52.227-22 Major System - Minimum Rights. (JUN 1987). As prescribed in 27.409(k), insert the following clause:.</p> <p>·</p> <p>MAJOR SYSTEM - MINIMUM RIGHTS (JUN 1987).</p> <p>·</p> <p>·.</p> <p>Notwithstanding any other provision of this contract, the Government shall have unlimited rights in any technical data, other than computer software, developed in the performance of this contract and relating to a major system or supplies for a major system procured or to be procured by the Government, to the extent that delivery of such technical data is required as an element of performance under this contract. The rights of the Government under this clause are in addition to and not in lieu of its rights under the other provisions of this contract..</p> <p>·</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

52.229-3		2/28/2013	Federal, State, and Local Taxes. (FEB 2013)	<p>52.229-3 Federal, State, and Local Taxes. (FEB 2013). As prescribed in 29.401-3, insert the following clause:.</p> <p>. FEDERAL, STATE, AND LOCAL TAXES (FEB 2013). . -. (a) As used in this clause-.</p> <p>. "All applicable Federal, State, and local taxes and duties," means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.. . "After-imposed Federal tax," means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.. . "After-relieved Federal tax," means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.. . "Contract date," means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.. . "Local taxes" includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.. .</p>
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			<p>(b)(1) The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause. .</p> <p>.</p> <p>(2) Taxes imposed under 26 U.S.C. 5000C may not be-</p> <p>.</p> <p>(i) Included in the contract price; nor .</p> <p>.</p> <p>(ii) Reimbursed..</p> <p>.</p> <p>(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise..</p> <p>.</p> <p>(d) The contract price shall be decreased by the amount of any after-relieved Federal tax..</p> <p>.</p> <p>(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer..</p> <p>.</p> <p>(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250..</p> <p>.</p> <p>(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs..</p> <p>.</p> <p>(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption..</p> <p>.</p> <p>(End of clause).</p>
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52.232-23		5/29/2014	Assignment of Claims. (MAY 2014)	<p>52.232-23 Assignment of Claims. (MAY 2014). As prescribed in 32.806(a)(1), insert the following clause:.</p> <p>·</p> <p>ASSIGNMENT OF CLAIMS (MAY 2014).</p> <p>·</p> <p>·.</p> <p>(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as the Act), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence..</p> <p>·</p> <p>(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract..</p> <p>·</p> <p>(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing. .</p> <p>·</p> <p>(End of clause).</p>
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52.232-39		6/21/2013	Unenforceability of Unauthorized Obligations. (JUN 2013)	<p>52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013). As prescribed in 32.706-3, insert the following clause:.</p> <p>. UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013). . -.</p> <p>(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:.</p> <p>(1) Any such clause is unenforceable against the Government..</p> <p>(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause..</p> <p>(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement..</p> <p>(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures..</p> <p>. (End of clause).</p>
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52.233-1		5/29/2014	Disputes. (MAY 2014)	<p>52.233-1 Disputes. (MAY 2014). As prescribed in 33.215, insert the following clause:.</p> <p>. DISPUTES (MAY 2014). . -. (a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.. . (b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.. . (c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.. . (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.. . (d)(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting</p>
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				<p>any claim exceeding \$100,000..</p> <p>.</p> <p>(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim..</p> <p>.</p> <p>(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor.".</p> <p>.</p> <p>(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim..</p> <p>.</p> <p>(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made..</p> <p>.</p> <p>(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71..</p> <p>.</p> <p>(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer..</p> <p>.</p> <p>(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim..</p> <p>.</p> <p>(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer..</p> <p>.</p> <p>(End of clause).</p>
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52.233-3		8/1/1996	Protest after Award. (AUG 1996)	<p>52.233-3 Protest after Award. (AUG 1996). As prescribed in 33.106(b), insert the following clause:.</p> <p>. PROTEST AFTER AWARD (AUG 1996). .</p> <p>-. (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either - .</p> <p>. (1) Cancel the stop-work order; or. . (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract..</p> <p>. (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if - .</p> <p>. (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and. . (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract..</p> <p>. (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement..</p> <p>. (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order..</p> <p>. (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause..</p> <p>. (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In</p>
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				<p>addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government..</p> <p>.</p> <p>(End of clause).</p>
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52.234-1		9/30/2016	Industrial Resources Developed Under Title III, Defense Production Act. (SEP 2016)	<p>52.234-1 Industrial Resources Developed Under Title III, Defense Production Act. (SEP 2016). As prescribed at 34.104, insert the following clause:.</p> <p>. INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODUCTION ACT (SEP 2016). . -. (a) Definitions..</p> <p>. Title III industrial resource means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093)..</p> <p>. Title III project contractor means a contractor that has received assistance for the development or manufacture of an industrial resource under Title III of Defense Production Act (50 U.S.C. App. 2091-2093)..</p> <p>. (b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer..</p> <p>. (c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739..</p> <p>. (d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource..</p> <p>. (e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract..</p> <p>. (End of clause).</p>
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52.242-2		4/1/1991	Production Progress Reports. (APR 1991)W	<p>52.242-2 Production Progress Reports. (APR 1991). As prescribed in 42.1107(a), insert the following clause:.</p> <p>. PRODUCTION PROGRESS REPORTS (APR 1991). . -.</p> <p>(a) The Contractor shall prepare and submit to the Contracting Officer the production progress reports specified in the contract Schedule..</p> <p>. (b) During any delay in furnishing a production progress report required under this contract, the Contracting Officer may withhold from payment an amount not exceeding \$25,000 or 5 percent of the amount of this contract, whichever is less.. . (End of clause).</p>
52.242-13		7/1/1995	Bankruptcy. (JUL 1995)	<p>52.242-13 Bankruptcy. (JUL 1995). As prescribed in 42.903, insert the following clause:.</p> <p>. BANKRUPTCY (JUL 1995). . -.</p> <p>In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.. . (End of clause).</p>

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52.242-17		4/1/1984	Government Delay of Work. (APR 1984)	<p>52.242-17 Government Delay of Work. (APR 1984).</p> <p>As prescribed in 42.1305(c), insert the following clause in solicitations and contracts when a fixed-price contract is contemplated for supplies other than commercial or modified-commercial items. The clause use is optional when a fixed-price contract is contemplated for services, or for supplies that are commercial or modified-commercial items..</p> <p>.</p> <p>GOVERNMENT DELAY OF WORK (APR 1984).</p> <p>.</p> <p>..</p> <p>(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract..</p> <p>.</p> <p>(b) A claim under this clause shall not be allowed - .</p> <p>.</p> <p>(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and.</p> <p>.</p> <p>(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract..</p> <p>.</p> <p>(End of clause).</p>
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52.246-4		8/1/1996	Inspection of Services - Fixed-Price. (AUG 1996)	<p>52.246-4 Inspection of Services - Fixed-Price. (AUG 1996). As prescribed in 46.304, insert the following clause:.</p> <p>·</p> <p>INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996).</p> <p>·</p> <p>·.</p> <p>(a) Definition: Services, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services..</p> <p>·</p> <p>(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires..</p> <p>·</p> <p>(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work..</p> <p>·</p> <p>(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties..</p> <p>·</p> <p>(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may - .</p> <p>·</p> <p>(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and.</p> <p>·</p> <p>(2) Reduce the contract price to reflect the reduced value of the services performed..</p> <p>·</p> <p>(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may - .</p> <p>·</p> <p>(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or.</p> <p>·</p> <p>(2) Terminate the contract for default..</p> <p>·</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

52.246-15		4/1/1984	Certificate of Conformance. (APR 1984)	<p>52.246-15 Certificate of Conformance. (APR 1984). As prescribed in 46.315, insert the following clause in solicitations and contracts for supplies or services when the conditions in 46.504 apply:.</p> <p>. CERTIFICATE OF CONFORMANCE (APR 1984). . -.</p> <p>(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred..</p> <p>. (b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.. . (c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.. . (d) The certificate shall read as follows:.</p> <p>. "I certify that on [insert date], the [insert Contractor's name] furnished the supplies or services called for by Contract No [] via [Carrier] on [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."</p> <p>.</p> <p>Date of Execution: [].</p> <p>.</p> <p>Signature: [].</p> <p>.</p> <p>Title: [].</p> <p>.</p> <p>(End of clause).</p> <p>.</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

52.246-16		4/1/1984	Responsibility for Supplies. (APR 1984)	<p>52.246-16 Responsibility for Supplies. (APR 1984). As prescribed in 46.316, insert the following clause:.</p> <p>. RESPONSIBILITY FOR SUPPLIES (APR 1984). .</p> <p>..</p> <p>(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title..</p> <p>.</p> <p>(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon - .</p> <p>.</p> <p>(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or.</p> <p>.</p> <p>(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination..</p> <p>.</p> <p>(c) Paragraph (b) of this section shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this section shall apply..</p> <p>.</p> <p>(d) Under paragraph (b) of this section, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment..</p> <p>.</p> <p>(End of clause).</p>
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52.246-26		12/6/2021	Reporting Nonconforming Items. (NOV 2021)	<p>52.246-26 Reporting Nonconforming Items. (NOV 2021). As prescribed in 46.317, insert the following clause:.</p> <p>. REPORTING NONCONFORMING ITEMS (NOV 2021). . -. (a) Definitions. As used in this clause-.</p> <p>. Common item means an item that has multiple applications versus a single or peculiar application.. . Counterfeit item means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified item from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used items represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.. . Critical item means an item, the failure of which is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the item; or is likely to prevent performance of a vital agency mission.. . Critical nonconformance means a nonconformance that is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the supplies or services; or is likely to prevent performance of a vital agency mission.. . Design activity means an organization, Government or contractor, that has responsibility for the design and configuration of an item, including the preparation or maintenance of design documents. Design activity could be the original organization, or an organization to which design responsibility has been transferred.. . Major nonconformance means a nonconformance, other than critical, that is likely to result in failure of the supplies or services, or to materially reduce the usability of the supplies or services for their intended purpose.. . Suspect counterfeit item means an item for which credible evidence (including but not limited to, visual inspection or testing) provides reasonable doubt that the item is authentic.. . (b) The Contractor shall-.</p> <p>. (1) Screen Government-Industry Data Exchange Program (GIDEP) reports, available at www.gidep.org, as a part of the Contractor's inspection system or program for the control of quality, to avoid the use and delivery of counterfeit or suspect counterfeit items or delivery of items that contain a major or critical nonconformance. This requirement does not apply if the Contractor is a foreign corporation or partnership that does not have an office, place of business, or fiscal paying agent in the United States;.</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
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				<p>·</p> <p>(2) Provide written notification to the Contracting Officer within 60 days of becoming aware or having reason to suspect, such as through inspection, testing, record review, or notification from another source (e.g., seller, customer, third party) that any end item, component, subassembly, part, or material contained in supplies purchased by the Contractor for delivery to, or for, the Government is counterfeit or suspect counterfeit;</p> <p>·</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>(3) Retain counterfeit or suspect counterfeit items in its possession at the time of discovery until disposition instructions have been provided by the Contracting Officer; and.</p> <p>.</p> <p>(4) Except as provided in paragraph (c) of this clause, submit a report to GIDEP at www.gidep.org within 60 days of becoming aware or having reason to suspect, such as through inspection, testing, record review, or notification from another source (e.g., seller, customer, third party) that an item purchased by the Contractor for delivery to, or for, the Government is-</p> <p>.</p> <p>(i) A counterfeit or suspect counterfeit item; or.</p> <p>.</p> <p>(ii) A common item that has a major or critical nonconformance..</p> <p>.</p> <p>(c) The Contractor shall not submit a report as required by paragraph (b)(4) of this clause, if-</p> <p>.</p> <p>(1) The Contractor is a foreign corporation or partnership that does not have an office, place of business, or fiscal paying agent in the United States;.</p> <p>.</p> <p>(2) The Contractor is aware that the counterfeit, suspect counterfeit, or nonconforming item is the subject of an on-going criminal investigation, unless the report is approved by the cognizant law-enforcement agency; or.</p> <p>.</p> <p>(3) For nonconforming items other than counterfeit or suspect counterfeit items, it can be confirmed that the organization where the defect was generated (e.g., original component manufacturer, original equipment manufacturer, aftermarket manufacturer, or distributor that alters item properties or configuration) has not released the item to more than one customer..</p> <p>.</p> <p>(d) Reports submitted in accordance with paragraph (b)(4) of this clause shall not include-</p> <p>.</p> <p>(1) Trade secrets or confidential commercial or financial information protected under the Trade Secrets Act (18 U.S.C. 1905); or.</p> <p>.</p> <p>(2) Any other information prohibited from disclosure by statute or regulation..</p> <p>.</p> <p>(e) Additional guidance on the use of GIDEP is provided at http://www.gidep.org/about/opmanual/opmanual.htm..</p> <p>.</p> <p>(f) If this is a contract with the Department of Defense, as provided in paragraph (c)(5) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81), the Contractor or subcontractor that provides a written report or notification under this clause that the end item, component, part, or material contained electronic parts (i.e., an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly)) that are counterfeit electronic parts or suspect counterfeit electronic parts shall not be subject to civil liability on the basis of such reporting, provided that the Contractor or any subcontractor made a reasonable effort to determine that the report was factual..</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
FOR PURCHASE ORDERS**

				<p>.</p> <p>(g) Subcontracts..</p> <p>.</p> <p>(1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert this clause, including this paragraph (g), in subcontracts that are for-</p> <p>.</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

			<p>(i) Items subject to higher-level quality standards in accordance with the clause at Federal Acquisition Regulation (FAR) 52.246-11, Higher-Level Contract Quality Requirement;.</p> <p>.</p> <p>(ii) Items that the Contractor determines to be critical items for which use of the clause is appropriate;.</p> <p>.</p> <p>(iii) Electronic parts or end items, components, parts, or materials containing electronic parts, whether or not covered in paragraph (g)(1)(i) or (ii) of this clause, if the subcontract exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and this contract is by, or for, the Department of Defense (as required by paragraph (c)(4) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81)); or.</p> <p>.</p> <p>(iv) For the acquisition of services, if the subcontractor will furnish, as part of the service, any items that meet the criteria specified in paragraphs (g)(1)(i) through (g)(1)(iii) of this clause..</p> <p>.</p> <p>(2) The Contractor shall not insert the clause in subcontracts for-.</p> <p>.</p> <p>(i) Commercial products and commercial services; or.</p> <p>.</p> <p>(ii) Medical devices that are subject to the Food and Drug Administration reporting requirements at 21 CFR 803..</p> <p>.</p> <p>(3) The Contractor shall not alter the clause other than to identify the appropriate parties..</p> <p>.</p> <p>(End of clause).</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

52.247-52		2/1/2006	Clearance and Documentation Requirements - Shipments to DOD Air or Water Terminal Transshipment Points. (FEB 2006)	<p>52.247-52 Clearance and Documentation Requirements - Shipments to DOD Air or Water Terminal Transshipment Points. (FEB 2006).</p> <p>As prescribed in 47.305-6(f)(2), insert the following clause in solicitations and contracts when shipments will be consigned to DOD air or water terminal transshipment points:.</p> <p>.</p> <p>CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS (FEB 2006).</p> <p>.</p> <p>-. All shipments to water or air ports for transshipment to overseas destinations are subject to the following requirements unless clearance and documentation requirements have been expressly delegated to the Contractor:.</p> <p>.</p> <p>(a) At least 10 days before shipping cargo to a water port, the Contractor shall obtain an Export Release from the Government transportation office for - .</p> <p>.</p> <p>(1) Each shipment weighing 10,000 pounds or more; and.</p> <p>.</p> <p>(2) Each shipment weighing less than 10,000 pounds; if the cargo either - .</p> <p>.</p> <p>(i) Is classified Top Secret, Secret, or Confidential;.</p> <p>.</p> <p>(ii) Will require exclusive use of a motor vehicle;.</p> <p>.</p> <p>(iii) Will occupy full visible capacity of a railway car or motor vehicle;.</p> <p>.</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>(iv) Is less than a carload or truckload, but will be tendered as a carload or truckload; or.</p> <p>.</p> <p>(v) Is to be shipped to an ammunition outloading port for water shipment; or.</p> <p>.</p> <p>(3) Each shipment weighing less than 10,000 pounds if the cargo consists of - .</p> <p>.</p> <p>(i) Narcotics;.</p> <p>.</p> <p>(ii) Perishable biological material;.</p> <p>.</p> <p>(iii) Vehicles to be offered for driveaway service;.</p> <p>.</p> <p>(iv) Explosives, ammunition, poisons or other dangerous articles classified as class 1, division 1.1, 1.2, 1.3, 1.4; class 2, division 2.3; and class 6, division 6.1; or.</p> <p>.</p> <p>(v) Radioactive material, as defined in 49 CFR 173.403, class 7..</p> <p>.</p> <p>(b) The Contractor is cautioned not to order railway cars or motor vehicles for loading until an Export Release has been received..</p> <p>.</p> <p>(c) If the Contracting Officer directs delivery within a shorter period than 10 days, the Contractor shall advise the transportation office of the date on which the cargo will be ready for shipment..</p> <p>.</p> <p>(d) At least 5 days before shipping cargo to either a water port or an airport (regardless of the weight, security classification, or the commodity description), the Contractor shall provide the Government transportation office the information shown in paragraph (e) below to permit preparation of a Transportation Control and Movement Document (TCMD)..</p> <p>.</p> <p>(e) When applying for the Export Release in paragraph (a) above or when providing information for preparation of the TCMD in accordance with paragraph (d) above, the Contractor shall furnish the - .</p> <p>.</p> <p>(1) Proposed date or dates of shipment;.</p> <p>.</p> <p>(2) Number and type of containers;.</p> <p>.</p> <p>(3) Gross weight and cube of the shipment;.</p> <p>.</p> <p>(4) Number of cars or trucks that will be involved;.</p> <p>.</p> <p>(5) Transportation Control Number(s)(TCN) as required for marking under MIL-STD-129 or Federal Standard 123; and.</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
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				<p>.</p> <p>(6) Proper shipping name as specified in 46 CFR 146.05 for all items classified as dangerous substances as required for marking under MIL-STD-129..</p> <p>.</p> <p>(f) All movement documents (Government or commercial bills of lading or other delivery documents) shall be annotated by the Contractor with the - .</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>.</p> <p>(1) Transportation Control Number, Consignor Code of activity directing the shipment; i.e., cognizant contract administration office, purchasing office when contract administration has been retained, or a Contractor specifically delegated transportation responsibilities under DoD 4500.9-R, Defense Transportation Regulation, responsibilities in the contract, whichever is appropriate, Consignee Code, and Transportation Priority for each shipment unit;.</p> <p>.</p> <p>(2) Export Release Number and valid shipping period, if stated (if expired, the Contractor shall request a renewal); and.</p> <p>.</p> <p>(3) Cubic foot measurement of each shipment unit..</p> <p>.</p> <p>(g) All annotations on the movement documents shall be made in the Description of Articles space except, on Government bills of lading the Export Release number and shipping period shall be entered in the space entitled Route Order/Release No..</p> <p>.</p> <p>(h) The Contractor shall - .</p> <p>.</p> <p>(1) Mail a copy of the bill of lading or other movement document to the transshipment point; and.</p> <p>.</p> <p>(2) Give a copy of the bill of lading or other movement document to the carrier for presentation to the transshipment point with delivery of the shipment..</p> <p>.</p> <p>(End of clause).</p>
52.252-2		2/1/1998	Clauses Incorporated by Reference. (FEB 1998)	<p>52.252-2 Clauses Incorporated by Reference. (FEB 1998).</p> <p>As prescribed in 52.107(b), insert the following clause:.</p> <p>.</p> <p>CLAUSES INCORPORATED BY REFERENCE (FEB 1998).</p> <p>.</p> <p>..</p> <p>This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [Insert one or more Internet addresses].</p> <p>.</p> <p>(End of clause).</p>

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

52.253-1		1/2/1991	Computer Generated Forms. (JAN 1991)	<p>52.253-1 Computer Generated Forms. (JAN 1991). As prescribed in FAR 53.111, insert the following clause:.</p> <p>.</p> <p>COMPUTER GENERATED FORMS (JAN 1991).</p> <p>.</p> <p>..</p> <p>(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date..</p> <p>.</p> <p>(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date..</p> <p>.</p> <p>(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form..</p> <p>.</p> <p>(End of clause).</p> <p>.</p> <p>##END.</p> <p>.</p> <p>PART 53 - FORMS.</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

252.225-7972			<p>PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (DEVIATION 2020-O0015)</p>	<p>(a) Prohibition. In accordance with section 848 of the National Defense Authorization Act for Fiscal Year 2020, the Contractor shall</p> <p>not provide or use in the performance of this contract--</p> <p>(1) An unmanned aircraft system (UAS), or any related services or equipment, that--</p> <p>(i) Is manufactured in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China;</p> <p>(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the Peoples Republic of China</p> <p>or by an entity domiciled in the Peoples Republic of China;</p> <p>(iii) Uses a ground control system or operating software developed in the Peoples Republic of China or by an entity domiciled in</p> <p>the Peoples Republic of China; or</p> <p>(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the Peoples Republic of</p> <p>China; or</p>
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**ADDITIONAL STANDARD TERMS AND CONDITIONS
FOR PURCHASE ORDERS**

				<p>(2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured--</p> <p>(i) In the Peoples Republic of China; or</p> <p>(ii) By an entity domiciled in the Peoples Republic of China.</p> <p>(b) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (b), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial items.</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

52.215-12			Subcontractor Certified Cost or Pricing Data	<p>(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data in Federal Acquisition Regulation (FAR) 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under 15.403-1(b) applies. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-4(a)(1) is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.</p> <p>(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.</p> <p>(c) In each subcontract that, when entered into, exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), the Contractor shall insert either—</p> <p>(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or</p> <p>(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data-Modifications.</p> <p>(End of clause)</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

				<p>Alternate I (Aug 2020). As prescribed in 15.408(d)(2), substitute the following paragraph (a) in place of paragraph (a) of the basic clause:</p> <p>(a) Unless an exception under FAR 15.403-1 applies, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price) and—</p> <p>(1) Before modifying any subcontract that was awarded prior to July 1, 2018, involving a pricing adjustment expected to exceed \$750,000; or</p> <p>(2) Before awarding any subcontract expected to exceed \$2 million on or after July 1, 2018, or modifying any subcontract that was awarded on or after July 1, 2018, involving a pricing adjustment expected to exceed \$2 million.</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

52.215-13			Subcontractor Certified Cost or Pricing Data- Modifications	<p>(a) The requirements of paragraphs (b) and (c) of this clause shall—</p> <p>(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in Federal Acquisition Regulation (FAR) 15.403-4(a)(1) on the date of execution of the modification; and</p> <p>(2) Be limited to such modifications.</p> <p>(b) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1(b) applies. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-4(a)(1) is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.</p> <p>(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.</p> <p>(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1) on the date of agreement on price or the date of award, whichever is later.</p>
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ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

52.226-8			Encouraging Contractor Policies to Ban Text Messaging While Driving	<p>(a) Definitions. As used in this clause-</p> <p>"Driving"&ndash;</p> <p>(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.</p> <p>(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.</p> <p>Text messagingmeans reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.</p> <p>(b) This clause implements Executive Order 13513, Federal Leadership on ReducingText MessagingWhile Driving, dated October 1, 2009.</p> <p>(c) The Contractor is encouraged to-</p> <p>(1) Adopt and enforce policies that bantext messagingwhile driving-</p> <p>(i) Company-owned or rented vehicles or Government-owned vehicles; or</p> <p>(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.</p> <p>(2) Conduct initiatives in a manner commensurate with the size of the business, such as-</p> <p>(i) Establishment of new rules and programs or reevaluation of existing programs to prohibittext messagingwhile driving; and</p> <p>(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.</p> <p>(d) Subcontracts. The Contractorshallinsert the substance of this clause, including this paragraph (d), in all subcontracts that exceed themicro-purchase threshold, as defined in FederalAcquisitionRegulation2.101on the date of subcontract award.</p>
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