

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 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,

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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
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

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>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.
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 52.204-21	Basic Safeguarding of Covered Contract Information Systems	(JUN 2016)
All	FAR 52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	(NOV 2021)

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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)
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)
All	FAR 52.215-23	Limitations on Pass-Through Charges	(JUN 2020)
All	FAR 52.217-6	Option for Increased Quantity	(MAR 1989)
>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)
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)

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All	FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors	(DEC 2013)
All	FAR 52.236-13	Accident Prevention.	(NOV 1991)
All	FAR 52.243-1	Changes-Fixed Price.	(AUG 1987)
All	FAR 52.245-1	Government Property	(JAN 2017)
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)
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)

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All	DFARS 252.225-7008	Restriction of Acquisition of Specialty Metals	(MAR 2013)
All	DFARS 252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	(DEC 2019)
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)
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 252.232-7017	Accelerating Payments to Small Business Subcontractors-Prohibition on Fees and Consideration	(APR 2020)
All	DFARS 252.242-7005	Contractor Business Systems	(FEB 2012)
All	DFARS 252.243-7002	Requests For Equitable Adjustment.	(DEC 2022)
All	DFARS 252.244-7000	Subcontract for Commercial Items	(JAN 2021)
All	DFARS 252.244-7001	Contract Purchasing System Administration	(MAY 2014)
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)

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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	<p>(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, 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 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</p>	

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		<p>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>	
The Contractor will insert the substance of this clause, including this paragraph (d), in every subcontract for items or components	H0001	<p>Restriction of Critical Items and Components. Items listed in this paragraph, to include all components contained therein, down to but not including raw materials (unless a more stringent restriction applies as set forth elsewhere in this contract), must be manufactured, assembled, and tested in the U.S., its outlying areas, or Canada. Raw material is defined as material in the mill forms and shapes normally produced for commercial use.</p> <ul style="list-style-type: none"> - Primer - Projectiles - RPD-596 Propellant - 70% of the Combustible Cartridge Cases - Load, Assemble and Pack (LAP) of the M1002 and M865A1 Cartridges <p>The following are to be further restricted to Radford Army Ammunition Plant (RFAAP):</p> <ul style="list-style-type: none"> - 75% of the RPD-596 Propellant - 100% of Nitrocellulose (NC) in RPD-596 Propellant - 70% of NC in the Combustible Cartridge Cases 	
These same requirements will flow down to all subcontractors working	H0002	Operations Security (OPSEC) Requirements	