

PURCHASE ORDER FAR & DFAR FLOWDOWN CLAUSES

C. E. Niehoff & Co. (CEN) ("Buyer") has issued a contract to Seller that consists of a purchase order ("PO") and additional documents, including Terms and Conditions, PUR-TAC-015; Supplier Certification and Representation, PUR-SCR-009 and Supplier Diversity Form, PUR-SDF-010. All CEN purchase orders also contain contract clauses from the Federal Acquisition Regulations (FAR) and Department of Defense Federal Acquisition Regulations Supplement (DFARS). The clauses identified below from the Federal Acquisition Regulation ("FAR") and Department of Defense ("DoD") FAR Supplement ("DFARS") are incorporated by reference. The parties hereby agree to amend PUR-TAC-015 to include any additional or revised FAR or DFARS clauses incorporated in Buyer's Government Contract. Seller shall flow down to its lower-tier subcontractors all applicable FAR and DFARS clauses and any other requirements specified by law so as to enable and ensure that Buyer and Seller comply with all applicable requirements of Buyer's Government Contract or subcontract. All FAR and DFARS clauses in this document will apply to latest revision in effect on the date that the purchase order is placed.

Buyer and Seller intend that these FAR and DFARS clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Buyer, and to ensure Seller's obligations to Buyer and to the Government, and to enable Buyer to meet its contract obligations to the Government.

FAR and DFARS clauses flowed down by Buyer to Seller pursuant to this provision may require submission of representations and certifications. All certifications and representations made in connection with this Purchase Order, including all certifications submitted by Seller in their representations and certifications to CEN, will be considered as current and hereby incorporated in this Purchase Order by reference. Seller shall provide immediate written notice to Buyer if, at any time, it learns that any of its representations, certifications, and/or disclosures when submitted were erroneous or have become erroneous by reason of changed circumstances. Seller shall, with respect to applicable FAR and DFARS clauses, flowed down pursuant to this provision, furnish to Buyer any certificate required by any FAR or DFARS clause as well as any certificate required by any U.S. law, ordinance or regulation. As used in this paragraph the word "certificate" shall include any plan or course of action or record keeping function, as for example, a compliant quality system for which flow down is required.

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Section I:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts, POs, and Buyer solicitations referencing this document:

<u>FAR</u>	<u>FAR Clause Title</u>
52.202-1	Definitions
52.204-2	Security Requirements (Applies if this Contract involves access to classified information; Alts. I and/or II apply if under the criteria at FAR 4.404.)
52.204-9	Personal Identity Verification of Contractor Personnel (Applies if this Contract requires routine access to a Federally controlled facility and/or to a Federal information system.)



- 52.208-8 Required Sources for Helium and Helium Usage Data
(Applies if this Contract involves a major helium requirement.)
- 52.211-5 Material Requirements
- 52.211-15 Defense Priority and Allocation Requirements
- 52.222-1 Notice to Government of Labor Disputes
- 52.222-3 Convict Labor
(Applies if this Contract requires the use of laborers or mechanics and will be performed in the United States or a territory listed in FAR 22.305(d), unless one of the conditions in FAR 22.202 applies.)
- 52.222-19 Child Labor—Cooperation with Authorities
and Remedies
(Applies if this Contract is for supplies.)
- 52.222-21 Prohibition of Segregated Facilities
(Applies unless the Contract is exempt from E.O. 11246; see FAR 22.807.)
- 52.222-26 Equal Opportunity
(Applies unless this Contract is exempt from E.O. 11246; see FAR 22.807.)
- 52.222-29 Notification of Visa Denial
(Applies if this Contract requires performance in or on behalf of a foreign country.)
- 52.222-40 Notification of Employee Rights under the National Labor Relations Act

(Applies if this Contract is exempt from the Service Contract Act per FAR part 22.10.)
- 52.222-50 Combating Trafficking in Persons (Alt. I applies under the circumstances in FAR 22.1705(b).)
- 52.223-3 Hazardous Material Identification and Material Safety Data (Seller shall furnish information required by Para. (b) to Buyer.)
- 52.223-5 Pollution Prevention and Right-to-Know Information
(Applies if this Contract provides for performance, in whole or in part, on a Federal facility.)
- 52.223-6 Drug-Free Workplace
(Except for Contracts that will be performed outside the United States and its outlying areas and except for Contracts for commercial items.)
- 52.223-7 Notice of Radioactive Materials
(Applies if this Contract meets the criteria in Para. (a); insert "60" in the first sentence of Para. (a).)
- 52.223-11 Ozone-Depleting Substances
(Applies if this Contract is for ozone-depleting substances or for supplies that may contain or be manufactured with ozone-depleting substances.)
- 52.223-12 Refrigeration Equipment and Air Conditioners
(Applies if this Contract includes the maintenance, repair, or disposal of any equipment or appliance using ozone-depleting substances as a refrigerant.)
- 52.223-15 Energy Efficiency in Energy—Consuming Products
(Applies if this Contract involves delivery of products described in FAR 23.206.)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Applies if Contract has a value of more than \$3,000)
- 52.225-1 Buy American Act—Supplies
(Does not apply if FAR 52.225-3, FAR 52.225-5, or DFARS 252.225-7001 applies to this Contract.)



- 52.225-5 Trade Agreements
(Applies if this Contract satisfies the circumstances in FAR 25.1101(c)(1).)
- 52.225-8 Duty Free Entry
(Applies if, under this Contract, supplies identified in the Contract to be accorded duty-free entry will be imported into the customs territory of the United States or if other foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States; change "20 calendar days" to "30 calendar days" in Para. (c)(1) and "10 calendar days" to "20 calendar days" in Para. (c)(2). Does not apply if DFARS 252.225-7013 applies.)
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.225-18 Place of Manufacture. For statistical purposes only.
- 52.227-1 Authorization and Consent
(Does not apply if both complete performance and delivery are outside the United States.)
- 52.227-9 Refund of Royalties
(Applies if the amount of royalties reported during negotiation is over \$250.)
- 52.227-21 Technical Data Declaration, Revision, and Withholding of Payment – Major Systems.
(Does not apply if this Contract is awarded under a DoD prime contract).
- 52.227-23 Rights to Proposal Data (Technical) (Does not apply if this Contract is awarded under a DoD prime contract).
- 52.228-3 Workers' Compensation Insurance (Defense Base Act)
- 52.228-4 Worker's Compensation and War-Hazard Insurance Overseas
- 52.228-5 Insurance-Work on a Government Installation
(Applies if this Contract requires work on a Government installation; insurance kinds and types as set forth in the Contract.).
- 52.229-3 Federal, State, and Local Taxes
- 52.229-4 Federal, State, and Local Taxes (State and Local Adjustment)
- 52.229-6 Taxes—Foreign Fixed-Price Contracts
(Applies if this Contract is fixed price and performed at least partly in a foreign country.)
- 52.229-8 Taxes—Foreign Cost-Reimbursement Contracts
(Applies if this Contract is cost-reimbursement and performed at least partly in a foreign country.)
- 52.232-32 Performance-Based Payments
(Applies if this Contract is fixed price and provides for performance-based payments.)
- 52.232-39 Unenforceability of Unauthorized Obligations
(“Government” retains its meaning.)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors
(Applies to all subcontracts with small business concerns, including if acquisition of commercial items).
- 52.233-4 Applicable Law for Breach of Contract Claim. US Law shall apply.
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III (Applies where Contract awarded under a DoD prime contract for major systems or items of supply.)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation
(Applies if work under the Contract will be performed on a Government installation.)



- 52.239-1 Privacy or Security Safeguards
- 52.242-2 Production Progress Reports
(Applies if the Contract requires production progress reporting.)
- 52.242-15 Stop Work Order
("Ninety (90) days" is changed to "one hundred (100) days" and "thirty (30) days" is changed to "twenty (20) days" throughout the clause.)
- 52.242-17 Government Delay of Work
- 52.243-1 Changes-Fixed Price. Rights to make changes within scope of contract.
- 52.243-6 Change Order Accounting
- 52.244-2 Subcontracts (Applies if Contract contains unpriced or cost-reimbursement elements.)
- 52.244-6 Subcontracts for Commercial Items
- 52.245-1 Government Property
(Applies if Seller will be furnished property under this Contract. Alts. I and II apply as specified in FAR 45.107(a)(2)-(3). Seller's obligations for any Buyer Furnished Property are the same as for Government Furnished Property under this clause.)
- 52.245-9 Use and Charges
- 52.246-1 Inspection Requirements (Apr 1984)
(Applies if the Contract is below the simplified acquisition threshold; applies in lieu of -0807 ¶ 5, INSPECTION.)
- 52.246-11 Higher-Level Contract Quality Requirement
- 52.246-19 Warranty of Systems and Equipment Under Performance Specifications or Design Criteria
(Applies when performance specifications or design are of major importance; a fixed-price supply, service, or research and development contract for systems and equipment is contemplated; and the clause is within the prime contract.)
- 52.246-23 Limitation of Liability
- 52.246-24 Limitation of Liability—High Value Items
- 52.246-25 Limitation of Liability—Services
- 52.247-63 Preference for U.S.-Flag Air Carriers
(Applies if the Contract involves international air transportation funded by this Contract.)
- 52.249-1 Termination for the Convenience of the Government (Fixed-Price) (Short Form)



DFARS

DFARS Clause Title

252.203-7000	Requirements Relating to Compensation of Former DOD Officials
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.
252.223-7008	Prohibition of Hexavalent Chromium
252.204-7000	Disclosure of Information (Change "45" to "60" in Para. (b).)
252.204-7003	Control of Government Personnel Work Product
252.204-7005	Oral Attestation of Security Responsibilities (Applies if FAR 52.204-2 applies to this Contract.)
252.204-7007	Annual Representations and Certifications.
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting – See Deviation, Section XXI. (Seller is also required to provide Buyer with the submission(s) provided to the U.S. Government).
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors
252.204-7015	Disclosure of Information to Litigation Support Contractors.
252.209-7002	Disclosure of ownership or control by foreign Government officials
252.225-7031	Secondary Arab Boycott of Israel



- 252.223-7001 Hazard Warning Labels
(Applies if delivery of hazardous materials is required under this Contract.)
- 252.223-7002 Safety Precautions for Ammunition and Explosives
(Applies if articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants.)
- 252.223-7003 Change in Place of Performance—Ammunition and Explosives
(Applies if articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants.)
- 252.223-7004 Drug-Free Work Force
(Applies if this Contract involves access to classified information.)
- 252.223-7006 Prohibition on Storage Treatment and Disposal of Toxic or Hazardous Materials
(Basic clause applies if Offeror/Seller's access to a DoD installation is required, may be required, or permits such access (at any subcontract tier) unless a determination is made under FAR 223.7104(a)(10), then Alternate I applies for an issued determination under the 223.7104(a)(10) exception.)
- 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
(Applies if this Contract is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or if arms, ammunition, and explosives will be provided to Seller as Government Furnished Property.)
- 252.225-7001 Buy American and Balance of Payments Program
(Applies if work contains other than domestic components; "Government" is not changed in this clause. Does not apply if DFARS 252.225-7021 and/or 252.225-7036 apply to all line items under this Contract.)
- 252.225-7002 Qualifying Country Sources as Subcontractors
(Applies if DFARS 252.225-7001, 252.225-7021, or 252.225-7035 apply to this Contract.)
- 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
(Applies if this Contract provides for delivery of items covered by the United States Munitions List.)
- 252.225-7008 Restriction on Acquisition of Specialty Metals
(Applies if this Contract provides for delivery of specialty metals.)
- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals
(Applies if this Contract provides for delivery of specialty metals or items containing specialty metals.)
- 252.225-7012 Preference for Certain Domestic Commodities
- 252.225-7013 Duty-Free Entry
(Applies if the Contract provides for delivery of qualifying country components or non-qualifying country components when total duty paid will exceed \$200; Seller shall include information required by Para. (j).)



- 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools
(Applies if this Contract includes delivery of hand or measuring tools.)
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings
(Applies if work supplied under this Contract contains ball or roller bearings.)
- 252.225-7021 Trade Agreements
(Applies if the World Trade Organization Government Procurement Agreement applies to this Contract. If applicable, this clause applies instead of FAR 52.225-5; this clause does not apply when DFARS 252.225-7026 applies; if eligible and non-eligible items are to be provided, this Contract shall indicate which items are covered by this clause.)
- 252.225-7025 Restriction on Acquisition of Forgings
(Applies if this Contract provides for of any items listed at DFARS 225.7102-1 unless an exception at DFARS 225.7102-2 applies.)
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales
(Applies if this Contract will be performed in furtherance of a Foreign Military Sale transaction.)
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments
(Applies if this Contract is for supplies and services for international military education training and/or Foreign Military Sales.)
- 252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
- 252.225-7036 Buy American Act—Free Trade Agreements—Balance of Payments Program
(Applies if this Contract is for end items listed at DFARS 225.401-70; if eligible and non-eligible items are to be provided, this Contract shall indicate which items are covered by this clause. Alts. I-V apply as provided for in DFARS 225.1101(10). If applicable, this clause applies instead of FAR 52.225-3.)
- 252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States
(Applies if this Contract requires Seller's personnel are supporting U.S. Armed Forces deployed outside the United States in contingency operations, humanitarian or peacekeeping operations, or other military operations, exercises designated by the Combatant Commander, or as directed by the Secretary of Defense.)
- 252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States
(Applies if Seller will be performing or traveling outside the U.S. under this Contract. For Para. (c), see applicable information cited in PGI 225.7403-1.)
- 252.225-7047 Exports by Approved Community Members in Performance of Contract
(Applies if the Contract may require exports or transfers of qualifying defense articles in connection with deliveries under the Contract.)
- 252.225-7048 Export-Controlled Items
- 252.227-7013 Rights in Technical Data—Noncommercial Items
(Applies if technical data from Seller will be delivered to the Government by Buyer or a higher-tier contractor; does not apply in circumstances at DFARS 227.7103-6(a). When this clause applies, delete from Para. (b)(1)(vi) "to the Contractor" and from (b)(1)(ix) "contract or" and "thereunder"; add "Buyer or" before "Government" in Paras. (c) and (i); change the second and third occurrences of "Contracting Officer" to "Government" in Para. (e)(4); add "and the Government" after "parties" in Para. (h)(1); change in Para. (h)(2) "sixty (60)" to "thirty (30)" days; no substitutions for "Government" are made.)
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Software Documentation
(Applies if software and software documentation from the subcontractor will be delivered to the Government by Buyer or a higher-tier contractor; delete from Para. (b)(1)(iii) "to the Contractor" and Para. (i); change the second and third occurrences of "Contracting Officer" to "Government" in Para. (e)(4); add "and the Government" after "parties" in Para. (h)(1); change in Para. (h)(2) "sixty (60)" to "thirty (30)" days; no substitutions for "Government" are made.)



- 252.227-7015 Technical Data-Commercial Items
(Applies if any technical data related to commercial items, components, or processes (herein "items") developed in any part at private expense will be obtained from Seller to the Government under this Contract by Buyer or a higher-tier contractor; applies instead of DFARS 252.227-7013 if no part of the items to be delivered have been developed at Government expense. Applies in addition to 252.227-7013 if the Government paid for any portion of development. No substitutions for "Contracting Officer" or "Government" are made.)
- 252.227-7016 Rights in Bid or Proposal Information
(Applies if DFARS 252.227-7013, -7014, or -7018 applies to this Contract; no substitutions for "Government" or "Contracting Officer" are made.)
- 252.227-7018 Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program; Alternate I
(Applies to this Contract, to be flowed to subcontractors at any tier, along with DFARS Subpart 227.7104, if technical data and/or computer software will be generated under the SBIR Program; Alternate I applies as prescribed in 227.7104 (d); for purposes of the foregoing, "Government" and "Contracting Officer" retain their meanings and "Contractor" shall mean "Seller", except communication with the Government shall be through "Buyer".)
- 252.227-7019 Validation of Asserted Restrictions—Computer Software
(Applies if DFARS 252.227-7014 or -7018 applies to this Contract and Seller is providing computer software to be furnished to the Government in the performance of this Contract; substitute "Buyer's Purchasing Representative" for "Contracting Officer" in Para. (b), otherwise no substitutions are made for "Contracting Officer" or "Government"; in Paras. (f)(5) and (f)(6), substitute "the Government prime contract under which this Contract is made" for "this contract.")
- 252.227-7020 Rights in Special Works (Applies for Contracts exclusively acquiring existing works; then replaces DFARS 252.227-7013.)
- 252.227-7021 Rights in Data—Existing Works
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
(Applies if Buyer will provide Seller, for performance of this Contract, computer software or computer software documentation marked with another contractor's restrictive legend(s); no substitution is made for "Government".)
- 252.227-7026 Deferred Delivery of Technical Data or Computer Software (Apr 1988) (Applies when present in a DoD prime contract.)
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software (Apr 1988) (Applies when present in a DoD prime contract.)
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government 252.227-7030
Technical Data—Withholding of Payment
(Applies if DFARS 252.227-7013 or -7018 applies to this Contract; substitute "Buyer" for "Contracting Officer" in Para. (a); in Para. (b), add "or Buyer" after "Government".)
- 252.227-7037 Validation of Restrictive Markings on Technical Data
(Applies if DFARS 252.227-7013, -7014, -7015, or -7018 applies to this Contract; in Para. (b), "Contractor's" remains in the clause with a lower case "c"; insert in Paras. (c) and (d)(1) "hereunder" after "subcontract"; change in Paras. (f) and (g)(2)(i) "this contract" to "the prime contract"; change in Para. (i) "a contract" to "the prime contract"; no substitutions for "Government" or "Contracting Officer" are made.)
- 252.227-7038 Patent Rights—Ownership by the Contractor (Large Business)
(Applies if this Contract is for experimental, developmental, or research work, unless the work is to be performed by a small business concern or nonprofit organization or unless a different patent rights clause is required by FAR 27.303; "Government" and "Contracting Officer" do not change.)



- 252.227-7039 Patents—Reporting of Subject Inventions (Applies if FAR 52.227-11 applies under this Contract.)
- 252.228-7005 Accident Reporting and Investigations Involving Aircraft, Missiles, and Space Launch Vehicles (Dec 1991)
(Applies if this Contract provides for manufacture, modification, overhaul, and repair of these items.)
- 252.231-7000 Supplemental Cost Principles
(Applies if this Contract is subject to cost principles.)
- 252.232-7007 Limitation of Government's Obligation
(Applies if this Contract is incrementally funded and fixed price.)
- 252.235-7003 Frequency Authorization
(Applies if this Contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required as follows: (i) The Basic clause applies if the use of DD Form 1494 is not authorized (Ref. DFARS Subpart 235.072 (b) (1)) and the term, "Contractor, in paragraphs (a), (b) and (d) shall read "Seller" and "Contracting Officer" in paragraph (b) shall read, "Buyer" ; (ii) Alternate I applies if the use of DD Form 1494 is authorized (Ref. 235.072 (b)(2)) and the term, "Contractor" in paragraphs (a), (b), (c), and (d) shall read "Seller" and "Contracting Officer" in paragraph (b) shall read "Buyer".)
- 252.237-7023 Continuation of Essential Contractor Services
(Applies if this Contract is for essential contractor services as defined in Para. (a)(1).)
- 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services
(Applies if Seller's performance of the Contract requires secure telecommunications.)
- 252.239-7018 Supply Chain Risk
(Applies to solicitations and contracts that involve the development or delivery of any information technology whether acquired as a service or as a supply; "Government" retains its meaning in paragraph (d) and the words, "and Buyer", shall be inserted in all other "Government" references, except in paragraph (b) which shall be "Buyer" in lieu of "Government and Buyer". "Contractor" shall mean, "Seller"
- 252.243-7001 Pricing of Contract Modifications (Applies if this Contract is fixed-price type.)
- 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DOD Contracts)
- 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Applies if FAR 52.245-1 applies to this Contract.)
- 252.245-7002 Reporting Loss of Government Property (Applies if FAR 52.245-1 applies to this Contract.)
- 252.245-7003 Contractor Property Management System Administration
(Applies if FAR 52.245-1 applies to this Contract.)
- 252.245-7004 Reporting, Reutilization, and Disposal
(Applies if FAR 52.245-1 applies to this Contract.)
- 252.246-7000 Material Inspection and Receiving Report
(Applies if there will be separate and distinct deliverables under this Contract.)



- 252.246-7001 Warranty of Data
(Applies if DFARS 252.227-7013 applies to this Contract; basic clause applies if Contract is not firm-fixed price or fixed-price incentive; Alt. I applies if fixed-price incentive and Alt. II if firm-fixed price.)
- 252.246-7003 Notification of Potential Safety Issues
(Applies if this Contract is for parts identified as critical safety items; systems and subsystems, assemblies, and subassemblies integral to a system; or repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. "Government" does not change.)
- 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System
(Applies at any tier for acquisition of electronic parts, end items, components, parts, or assemblies containing electronic parts, services supplying the foregoing as part of the service, except paragraphs (a) through (e) do not apply unless subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations at 48 CFR 9903.201-1. Additionally, does not apply if set-aside for small business as set forth in DFARS Subpart 236.870-3.)
- 252.249-7000 Special Termination Costs



Section II:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all POs over \$15,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$15,000:

<u>FAR</u>	<u>FAR Clause Title</u>
52.222-20	Walsh Healy Public Contracts Act (Applies if this Contract is subject to the Act.)
52.222-36	Equal Opportunity for Workers with Disabilities (Does not apply if performance of the work and recruitment of the workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island. Para.(b)(2) is revised to delete "provided by or through the Contracting Officer" and insert "provided upon request by the Contracting Officer through Buyer"; Alt. I applies if Buyer waives any terms of this clause.)

Section III:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts and POs over \$30,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$30,000:

<u>FAR</u>	<u>FAR Clause Title</u>
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Applies if this Contract is a first-tier subcontract with a value of \$30,000 or more awarded under Buyer's Government prime contract.)

Section IV:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts and POs over \$35,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$35,000:

<u>FAR</u>	<u>FAR Clause Title</u>
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (a) By either submitting its proposal/quotation or accepting this order, Seller shall be deemed to have certified that, to the best of its knowledge and belief, that: (i) Seller and/or any of its Principals (as defined in FAR 52.209-5): (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;(B) Have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and (C) Are not presently indicted for otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision. (ii) That it has not within a three-year period preceding this offer had any contract terminated for default by any Federal agency. (b) Seller shall provide immediate written notice to CEN's Buyer if, any time prior to award of any order it learns that its certification was erroneous, when submitted, or has become erroneous by reason of changed circumstances. (c) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed in making an award to Seller.



DFARS

252.209-7004

DFARS Clause Title

Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country

Section V:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts and POs of \$100,000 or more referencing this document and all Buyer solicitations referencing this - document and that are expected to be \$100,000 or more:

FAR

52.222-35

FAR Clause Title

Equal Opportunity for Veterans

(Applies if this Contract is \$100,000 or more; does not apply if work is performed outside the United States by employees recruited outside the U.S.; or if all of the terms are waived under 22.1305 with Alt. applying if one or more (but not all) terms are waived; or if this Contract is exempted by rules, regulations or orders of the Secretary of Labor.)

52.222-37

Employment Reports on Veterans

(Applies if this Contract is \$100,000 or more and 52.222-35 applies to this Contract; does not apply if this Contract is exempted by rules, regulations, or orders of the Secretary of Labor.)

Section VI:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts and POs over \$150,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$150,000:

FAR

52.203-3

FAR Clause Title

Gratuities

52.203-5

Covenant Against Contingent Fees

52.203-6

Restriction on Subcontractor Sales to the Government

52.203-8

Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. Section I (Cont.)

52.203-7

Anti-Kickback Procedures

(Exclude paragraph (c)(1); in paragraph (c)(4) delete “[T]he contracting officer may” and replace with “[T]o the extent the Contracting Officer has made an offset in Buyer’s Government Contract or directed Buyer to withhold an amount, Buyer may ...”); FAR 52.203-7 does not apply for contracts for commercial items (FAR 3.502.3).

52.203-10

Price Fee Adjustment for Illegal or Improper Activity.

52.203-12

Limitation on Payments to Influence Certain Federal Transactions

a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b.) of this certification. (b) As per 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Transactions (Sept 2007); by either submitting its proposal/quotation or accepting this order, Seller shall be deemed to certify to the best of its knowledge and belief that on and after December 23, 1989. (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, Seller shall complete and submit, with its offer, OMB standard form LLL,



of Disclosure of Lobbying Activities, in accordance with its instructions, and (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly. A copy of each Seller's disclosure form OMB standard form LLL (but not certifications) shall be forwarded from tier to tier until received by Buyer (c) Submission of this certification and disclosure is a prerequisite for making or entering into this PO imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure. (d) Should Seller's circumstances change during the life of any resulting contract with respect to certification provided, Seller will notify Buyer immediately in writing.

- 52.203-16 Preventing Personal Conflicts of Interest
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
- 52.215-2 Audit and Records—Negotiation
- 52.215-14 Integrity of Unit Prices, Alternate
(Exclude Para. (b), but include Para. (b) in Alternate I.) (Applies to this Contract if not for construction, architect-engineer, or utility services, commercial items, petroleum products, or service contract with no required supplies.)
- 52.219-8 Utilization of Small Business Concerns
(Applies to this Contract unless personal services are contemplated per FAR 37.104 or performance will be outside the United States and its outlying areas.)
- 52.222-4 Contract Work Hours and Safety Standards-Overtime Compensation
(Applies if this Contract is subject to the Contract Work Hours and Safety Standards Act (40 U.S.C. . 37) Buyer may withhold or recover from Seller any sums the Contracting Officer withholds or recovers from Buyer because of a violation of this provision by Seller or Seller's subcontractor(s).)
- 52.222-17 Nondisplacement of Qualified Workers
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
(Applies if FAR 52.227-1 applies to this Contract; does not apply if both complete performance and delivery are outside the United States.)
- 52.227-3 Patent Indemnity (Apr 1984) (Note 2; See Section XVII.)
(Does not apply to commercial-item contracts or where the complete delivery and performance are outside the United States; Alts. I-III apply as prescribed in FAR 27.201-2(c)(2)-(3). Applies instead of -0807 ¶ 23, PATENTS AND COPYRIGHTS, with respect to alleged patent infringement.)
- 52.232-17 Interest
- 52.237-10 Identification of Uncompensated Overtime
(Applies if the Contract includes professional or technical services acquired on the basis of the number of hours to be provided.)
- 52.242-13 Bankruptcy
- 52.244-5 Competition in Subcontracting
- 52.246-16 Responsibility for Supplies
(Applies only to fixed-price contracts. In Para. (d), "Government" includes both Government and Buyer.)
- 52.248-1 Value Engineering
(“Government” and “Contracting Officer” do not change in this clause, though Seller must submit all proposals under this clause to Buyer.)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (Note 3; See XVII.)
(Applies if this Contract is fixed price and above the simplified acquisition threshold. Change “120 days” to “60 days” in Para. (c); change “1 year” to “6 months” in Para. (e); change “90 days” to “45 days” in Para. (l).)



DFARS

DFARS Clause Title

252.203-7001

Prohibition on Persons Convicted of Fraud or Other Defense—Contract—Related Felonies
(Applies if this is a first-tier subcontract under a DoD prime contract, unless commercial items or components are provided. "Government" is not changed in this clause.)

252.244-7001

Contractor Purchasing System Administration – Basic and Alternate (Applies to this Contract if contains FAR 52.244-2; Alt. It applies if contains DFARS 252.246-7007, BUT NOT far 52.244-2).

252.247-7023

Transportation of Supplies by Sea – Basic and Alternate I and II
(Change "prime contractor" in Para. (a)(5) to "Seller" and "the prime contract" to "this Contract"; modify Para. (c) to read "Seller and its subcontractors may request that Buyer obtain Government authorization for shipment . . ."; change in Para. (d) "Contracting Officer" to "Buyer" in the second sentence; change "45" to "60" days in Para. (d) and "30" to "25" in Para. (e); delete in Para. (e) "and the Maritime Administration Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street, N.W., Washington, DC 20590"; Paras. (f) and (g) only apply if this Contract exceeds the simplified acquisition threshold; delete in Para. (g) "for the purposes of the Prompt Payment clause of this contract." The Basic and Alternate I and II apply as prescribed in DFARS Subpart 247.574(b).)

252.247-7024

Notification of Transportation of Supplies by Sea
(Applies to this Contract if Seller's original response to the solicitation stated that no transportation by sea was contemplated; modify paragraph (a) to read "If, after the award of this order, Seller learns that supplies . . .")



Section VII:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all POs over \$500,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$500,000:

DFARS

252.226-7001

DFARS Clause Title

Utilization of Indian Organizations, Indian–Owned Economic Enterprises, and Hawaiian Small Business Concerns

Section VIII:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all POs over \$650,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$650,000:

FAR

52.219-16

FAR Clause Title

Liquidated Damages—Subcontracting Plan (Applies if FAR 52.219-9 applies to this Contract.)

DFARS

252.219-7003

DFARS Clause Title

Small Business Subcontracting Plan (DoD Contracts)
(Applies if FAR 52.219-9 applies to this Contract. Deviation 2013-O0014 applies to this Contract if contains FAR 52.219-9.)

252.219-7004

Small Business Subcontracting Plan (Test Program)
(Applies to contracts that offer subcontracting possibilities as prescribed in DFARS Subpart 219.708 (b)(1)(B) in lieu of 252.219-7003 and includes other denoted FARs/DFARS; the threshold amount for a Contract for construction to a public facility is \$1.5 million in lieu of \$650,000; see Section XII.)

252.225-7004

Report of Contract Performance Outside the United States and Canada—Submission After Award

252.225-7006

Reserved

252.249-7002

Notification of Anticipated Contract Termination or Reduction
(Delete Para. (d)(1) and the first five words of Para. (d)(2).)

Section IX:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to POs over \$700,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$700,000:

FAR

52.219-9

FAR Clause Title

Small Business Subcontracting Plan
(Applies if FAR 52.219-8 applies to this Contract and this Contract offers further subcontracting opportunities. Seller (if not a small business concern) shall submit for Buyer's approval a Small, Business Subcontracting Plan as described in FAR 52.219-9 and provide reports described in said clause to Buyer's representative and to U. S. Government as required per FAR 52.219.9. Deviation 2013O0014 applies in lieu of 52.219-9(1)(2)(i)(C)and (D).)

52.214-27

Price Reduction for Defective Cost of Pricing Data—Modification—Sealed Bidding
(Note 1; See Section XVII.)
(Applies if this Contract is awarded on sealed bids and exceeds the threshold for submitting cost and pricing data in FAR 15.403-4(a)(1).)

52.214-28

Subcontractor Cost or Pricing Data—Modifications—Sealed Bidding
(Applies if this Contract is awarded on sealed bids and exceeds the threshold for submitting cost and pricing data in FAR 15.403-4(a)(1).)



- 52.215-10 Price Reduction for Defective Cost or Pricing Data (Note 1; See Section XVII.)
(Applies unless this Contract is exempted by FAR 15.403-1(b); Seller shall provide Buyer or, upon Buyer's request, the Government with cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in FAR 15.406-2.)
- 52.215-11 Price Reduction for Defective Cost or Pricing Data—Modifications (Note 1; See Section XVII.)
(Applies unless this Contract is exempted by FAR 15.403-1(b); Seller shall provide Buyer or, upon Buyer's request, the Government with cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in FAR 15.406-2.)
- 52.215-12 Subcontractor Certified Cost or Pricing Data
(Applies unless this Contract is exempted by FAR 15.403-1(b).)
- 52.215-13 Subcontractor Certified Cost or Pricing Data—Modifications (Applies unless this Contract is exempted by FAR 15.403-1(b).)
- 52.215-15 Pension Adjustments and Asset Reversions
(Applies if the Contract satisfies the criteria in FAR 15.408(g).)
- 52.215-16 Facilities Capital Cost of Money
(Applies if the Contract satisfies the criteria in FAR 15.408(h).)
- 52.215-17 Waiver of Facilities Capital Cost of Money
(Applies if Seller did not propose facilities capital cost of money for the Contract.)
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions
(Applies if the Contract satisfies the criteria in FAR 15.408(j).)
- 52.215-19 Notification of Ownership Changes
(Applies if the Contract satisfies the criteria in FAR 15.408(k).)
- 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
- 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications
(Applies if the Contract satisfies the criteria in FAR 15.408(m)(4); Alts. I-IV apply as prescribed in FAR 15.408(m) and 15.403-5(b)(1).)
- 52.215-23 Limitations on Pass-Through Charges
(Alt. I applies if Buyer determines that Seller adds value to the contracting effort and there are no excessive pass-through charges.)
- 52.242-3 Penalties for Unallowable Costs
(Applies unless this Contract is fixed-price without any cost incentives.)

DFARS

DFARS Clause Title

- 252.215-7000 Pricing Adjustments
(Applies if FAR 52.215-12 or 52.215-13 applies to this Contract.)

Section X:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to POs over \$750,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$750,000:

FAR

FAR Clause Title

- 52.230-2 Cost Accounting Standards (Note 4; See Section XX.) (Exclude Para. (b); see Para. (d) for effective date of clause.)
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (Note 4; See Section XVII.) (Exclude Para. (b).)
- 52.230-4 Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns (Note 3; See Section XVII.) (Applies if Seller is a foreign concern.)



52.230-5 Cost Accounting Standards – Educational Institution
(Applies, excluding paragraph (b), to negotiated Contract with educational institution if not subject to 48 CFR 9903.201-2 CAS coverage and not exempt; 48 CFR 9903.201-4 applies if subject to 9903-201-2 CAS coverage.)

52.230-6 Administration of Cost Accounting Standards (Note 4: See Section XVII.)
(Seller must comply with all standards in effect on the date of award or of final agreement on price, as shown on Seller's signed Certificate of Current Cost or Pricing Data, whichever is earlier.)

Section XI:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts and POs over \$1,000,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$1,000,000:

DFARS

DFARS Clause Title

- 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements
(Applies if this Contract is funded in whole or part by funds appropriated by the Fiscal Year 2010 or a subsequent year's Defense Appropriations Act.)
- 252.225-7033 Waiver of United Kingdom Levies (Applies if Seller is a UK firm.)

Section XII:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all POs over \$1,500,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$1,500,000:

DFARS

DFARS Clause Title

- 252.211-7000 Acquisition Streamlining ("Government" is not changed in this clause.)
- 252.219-7004 Small Business Subcontracting Plan (Test Program) (Applies if this Contract is for construction to a public facility; also, see Section VII above for under \$1.5 applicability.)

Section XIII:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all POs over \$5,000,000 or \$5,500,000 (as stated below) referencing this document and all Buyer solicitations referencing this -document and that are expected to exceed \$5,000,000 or \$5,500,000 (as stated below).

All disclosures required to be made by the Seller pursuant to the following FAR clauses shall be made directly to the applicable agency Office of Inspector General, with a copy to the contracting officer, and shall NOT be made to Buyer, as prime contractor, notwithstanding any other provisions of this Contract that may require Seller to deal directly with Buyer and expressly prohibit Seller's direct interaction with the Government.

For assistance developing a Business Ethics and Conduct program, please review the training resources and Toolkit developed by the Defense Industry Initiative (DII) on Business Ethics and Conduct located on the DII website <http://www.dii.org/>.

FAR

FAR Clause Title

- 52.203-13 Contractor Code of Business Ethics and Conduct
(Applies if exceeds \$5.5M and if the period of performance is 120 days or more; "Government" and "Contractor" do not change.)
- 52.203-14 Display of Hotline Poster(s)
(Applies unless for acquisition of a commercial item or will be performed entirely outside The United States if exceeds \$5.5M or lesser amount established by the agency and the agency has a fraud hotline poster or the Contract is funded with disaster assistance funds.)

DFARS

DFARS Clause Title

- 252.203-7004 Display of Fraud Hot Line Poster(s) (Applies (unless for acquisition of a commercial item) in lieu of FAR 52.203-14 if exceeds \$5M and performed within United States under DoD contract.)



Section XIV:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all POs over \$10,000,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$10,000,000.

FAR

52.222-24

FAR Clause Title

Preaward On-Site Equal Opportunity Compliance Evaluation

Section XV:

Truth in Negotiations Act (Cost and Pricing Data)

In addition to the FAR and DFARS clauses in other sections of this document, where cost and pricing data are required under the Contract, the terms and conditions below also:

Unless exempt under FAR Part 15, this Contract shall be subject to the following terms concerning Seller's required certification that the cost data provided to Buyer is current, accurate, and complete in accordance with the FAR-required Certificate of Current Cost or Pricing Data.

(a) Indemnification. If any price (including profit or fee) negotiated in connection with the prime contract between the Government and Buyer (or any contract between Buyer and a higher-tier contractor) or any cost that is reimbursable under Buyer's contract is reduced because cost or pricing data furnished by Seller in connection with any proposal submitted by Buyer relating to said contract or in connection with this Contract was not accurate, complete, or current at the time of Seller's and Buyer's agreement to the negotiated price or at the time when Buyer requests a reaffirmation of the same, Seller shall indemnify Buyer in the amount of the reduction any other claims, expenses, and losses arising out of performance of this Contract by Seller. The phrase "cost or pricing data" as used in this Section XI shall be deemed to include any such data which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by Seller or which it procured by submission of, in connection with Seller's proposal or this Contract in support of its cost estimate. If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, Seller shall be liable and shall pay Buyer at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to Seller to the date Buyer is repaid by Seller at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) If this Contract is awarded under a DoD contract, a penalty equal to the amount of the overpayment, if Seller knowingly submitted cost or pricing data that were incomplete, inaccurate, or non-current.

(b) Cost or Pricing Data for Changes. Prior to the pricing of any change or other modification to this Contract that involves increases and/or decreases in costs plus applicable profit expected to exceed the threshold for submission of cost or pricing data, Seller shall submit cost or pricing data and shall certify that the data, as defined in FAR 15.406-2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations. When required to obtain cost or pricing data from its subcontractors, pursuant to the provisions of this Contract, Seller shall obtain such data.

Section XVI:

Earned Value Management System

In addition to the FAR and DFARS clauses in other sections of this document, the terms and conditions below apply as follows:

FAR 52.234-4, Earned Value Management System (May 2014)

(Applies to this Contract when Seller is required to use an Earned Value Management System under 34.203, as modified: (i) "Contractor" in paragraphs (a), (b), (e), (f), and (g) shall read "Seller"; (ii) "Contracting Officer" in (b)(2), (d), and (f) shall read "Contracting Officer and Buyer"; (iii) "Government" in (c) and (f) shall read "Government and Buyer"; and (iv) "...shall disclose EVMS changes to the CFA at least 14 calendar days..." in (e) shall read "...shall disclose EVMS changes to the Buyer at least five (5) days...".)

For DoD application for cost or incentive contracts valued at \$20,000,000 or more, and for other contracts for which EVMS will be applied in accordance with [234.201](#)(1)(iii) and (iv)—

(1) Use the provision at [252.234-7001](#), Notice of Earned Value Management System, instead of the provisions at FAR 52.234-2, Notice of Earned Value Management System – Pre-Award IBR, and FAR 52.234-3, Notice of Earned Value Management System – Post-Award IBR, in the solicitation; and

(2) Use the clause at [252.234-7002](#), Earned Value Management System, instead of the clause at FAR 52.234-4, Earned Value Management System, in the solicitation and contract.

NOTE: For DoD application for cost or incentive subcontracts valued at less than \$20,000,000 and for firm fixed price subcontracts at any dollar value, see DFARS 234-201 (1) (iii) and (iv) for additional guidance.



Section XVII:

In addition to the FAR clauses applicable to equal opportunity in other sections of this document, the terms and conditions below apply to this Contract:

Equal Opportunity Clauses

The word, "contractor" in the following provisions shall be replaced with "Seller", so that these provisions are applicable under this Contract to Seller, as CEN'S subcontractor.

41 CFR 60.1.4, 41 CFR 60.300.5, AND 41 CFR 60.741.5 SECTIONS ARE INCORPORATED BY REFERENCE FOR A SUBCONTRACT/PURCHASE ORDER IN EXCESS OF \$10,000:

41 CFR 60-1.4;

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit Access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

41 CFR 60-300.5:

which includes that: "...SUBCONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF 41 CFR 60-300.5(a). THIS REGULATION PROHIBITS DISCRIMINATION AGAINST QUALIFIED PROTECTED VETERANS, AND REQUIRES AFFIRMATIVE ACTION BY COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED PROTECTED VETERANS."; and

41 CFR 60-741.5

which includes that, "...SUBCONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF 41 CFR 60-741.5(a). THIS REGULATION PROHIBITS DISCRIMINATION AGAINST QUALIFIED INDIVIDUALS ON THE BASIS OF DISABILITY, AND REQUIRES AFFIRMATIVE ACTION BY COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED INDIVIDUALS WITH DISABILITIES."

Exemption: Per 41 CFR 60-1.5(a)(3) subcontracts are exempt from the requirements of the equal opportunity clause under 41 CFR 60-1.4 for work performed outside the United States by employees who were not recruited within the United States.

SELLER IS TO INCLUDE THE ABOVE REQUIREMENTS WITHIN ITS SUBCONTRACTS, AS APPLICABLE.

Section XVIII:

In addition to the FAR and DFARS applicable to this Contract the following DFARS clauses apply if this Contract or subcontract at any tier exceeds \$50,000,000:

DFARS 252.234-7003, Notice of Cost and Software Data Reporting System – Basic and Alternate I (Nov 2014)
(The Basic clause applies when DFARS 252.234-7004 applies and Alternate I applies when DFARS 252.234-7004, Alternate I is applicable.)

DFARS 252.234-7004, Cost and Software Data Reporting System – Basic and Alternate I (Nov 2014)



Section XIX:

Numbered Notes Applicable to FAR and DFARS clauses.

1. Excluded from such reduction, however, shall be Buyer's burden and profit applied to defective cost and pricing data of Seller and its subcontractors and suppliers. In addition to any remedies provided by law, if Buyer is subjected to any liability as a result of Seller's failure to comply with this requirement, then, consistent with Section XI, above, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense resulting from such failure. (FAR 52.214-27, 52.215-10, and 52.215-11).
2. The term "Government" in this clause shall be deemed to include both the Government and Buyer. (FAR 52.227-3, 52.246-2, and 52.246-4)
3. If this Contract is terminated for convenience as a result of a termination for convenience issued by the Government, the term "Government" does not change in (b) (4), (6), (8) and (m). If this Contract is terminated for convenience solely by Buyer, audits and examinations of records, as required by Buyer, shall be performed by an independent certified public accounting firm, mutually acceptable to Buyer and Seller. The cost of such audits and examinations of records shall be paid by Buyer. Notwithstanding anything to the contrary, Buyer shall not be liable for special or consequential damages. (FAR 52.249-2)
4. Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting Cost Accounting Standards, FAR 52.230-2 and Administration of Cost Accounting Standards, FAR 52.230-6, provided Seller shall not be required to disclose to Buyer such communications containing information which is legally privileged and confidential to Seller. In addition to other remedies provided by law under this Contract, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subjected to any liability as the result of failure of Seller or its lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230-3, or 52.230-6. Paragraph (b) is deleted in each of the foregoing clauses (COST ACCOUNTING STANDARDS).

XX. Deviation 2016-O0001 for DFARS 252.204-7008 and 252.204-7012

Seller shall comply with Deviation 2016-O0001 (Oct 2015) for DFARS 252.204-7008, "Compliance with Safeguarding Covered Defense Information Controls", and 252.204-7012, "Safeguarding Covered Defense Information and Cyber Incident Reporting", in the event Buyer provides and/or Seller creates covered defense information in support of contract performance. Seller understands that such compliance includes, without limitation, an obligation to report any cyber incident and certifies that it will report any and all cyber incidents within 72 hours of the cyber incident discovery as required to Buyer and at <http://dibnet.dod.mil> to the Department of Defense (DoD). Seller further understands that there is a requirement to have or acquire a certificate to report cyber incidents and information is available at <http://iase.disa.mil/pki/eca/Pages/index.aspx> (Deviation 2016O0001 (Oct 2015) for DFARS 252.204-7012(c) (3), "Medium Assurance Certificate Requirement").

Deviation 2016-O0001 (Oct 2015) remains in effect until rescinded or incorporated into the applicable DFARS (252.204-7008/252.204-7012), at which time the DFARS shall be become part of the terms and conditions applicable to the Contract.

