

# General Provisions and FAR Flowdown Provisions for U.S. Government Prime Contract – FA8530-08-D-0001 - F<sup>2</sup>AST

## SECTION I: GENERAL PROVISIONS

- 1 Formation of Contract and Terms and Conditions
- 2 Applicable Laws
- 3 Assignment and Subcontracting
- 4 Communication with Field Customer
- 5 Contract Direction
- 6 Definitions
- 7 Disputes
- 8 Compliance with Export Control Regulations / Disclosure of Classified information
- 9 Extras
- 10 Furnished Property
- 11 Gratuities and Kickbacks
- 12 Indemnification
- 13 Independent Contractor Relationship
- 14 Information of Field
- 15 Information of SELLER
- 16 Insurance and Liability to Third Parties
- 17 Intellectual Property Infringement
- 18 Language Standards
- 19 Materials
- 20 Offset Credit and Cooperation
- 21 Packing and Shipment
- 22 Parts Obsolescence
- 23 Payments – Time and Material Task Orders
- 24 Payments – Fixed-Price Task Orders
- 25 Payments, Taxes, and Duties
- 26 Precedence
- 27 Priority Rating
- 28 Quality Control System
- 29 Release of Information
- 30 Source Surveillance
- 31 Subcontracts
- 32 Survivability
- 33 Timely Performance
- 34 Waiver, Approval, and Remedies
- 35 Warranty
- 36 Equal Opportunity

## SECTION II: FAR AND DFARS FLOWDOWN PROVISIONS

- A Incorporation of FAR and DFARS Clauses
- B Government Subcontract
- C Definitions
- D Amendments Required by Prime Contract
- E FAR Flowdown Clauses
- F DFARS Flowdown Clauses
- G AFMCFAR Flowdown Clauses
- H JALC Flowdown Clauses
- I Certifications and Representations

## SECTION III: ADDITIONAL F<sup>2</sup>AST FLOWDOWN PROVISIONS

- 1 Organizational Conflict of Interest
- 2 Commercial Computer Software Licenses
- 3 Unique Item Identification and Valuation
- 4 SELLER Workforce Responsibility
- 5 Government Seller Relationships
- 6 Other Direct Costs-Travel
- 7 Public Release of Information
- 8 Distribution Control of Technical Information
- 9 Environmental
- 10 DFAR 252.228-7001—Aircraft Ground and Flight Risk (SEP 1996)
- 11 DFAR 252.228-7002—Aircraft Flight Risk (SEP 1996)

NOTE: Current dated FAR, DFAR, and AFMCFAR, and JALC Flowdown clauses shall take precedence over those contained in this document.

## 2. Applicable Laws

## SECTION I: GENERAL PROVISIONS

### 1. Formation of Contract and Terms and Conditions

- (a) This Contract is Field's offer to SELLER. SELLER's signature on the Contract, acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract. SELLER's acceptance of this Contract creates a binding Contract between Field and SELLER, which shall be governed by the provisions of this Contract.
- (b) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the Parties.
- (c) Additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment hereof are hereby objected to by Field and have no effect unless accepted in writing by Field.

- (a) This Contract shall be governed by the laws of the state of Oklahoma, excluding its choice of laws rules, except that any provision in this Contract that is (i) incorporated in full text or by reference from the Federal Acquisition Regulations (FAR), (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR, or (iii) substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, Boards of Contracts Appeals, and quasi-judicial agencies of the Federal Government.
- (b) (1) SELLER agrees to comply with all applicable laws, orders, rules, regulations, and ordinances.
- (2) If, as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, (i) Field's contract price or fee is reduced; (ii) Field's costs are determined to be unallowable; (iii) any fines, penalties, or interest are assessed on Field; or (iv) Field incurs any other costs or damages; Field may proceed as provided for in (4) below.
- (3) Where submission of cost or pricing data is required or

requested at any time prior to or during performance of this Contract, if SELLER or its lower-tier subcontractors (i) submit and/or certify cost or pricing data that are defective; (ii) with notice of applicable cutoff dates and upon Field's request to provide cost or pricing data, submit cost or pricing data, whether certified or not certified at the time of submission, as a prospective subcontractor, and any such data are defective as of the applicable cutoff date on Field's Certificate of Current Cost or Pricing Data; (iii) claim an exception to a requirement to submit cost or pricing data and such exception is invalid; (iv) furnish data of any description that is inaccurate; or (v) if the U.S. Government alleges any of the foregoing, and, as a result, (1) Field's contract price or fee is reduced; (2) Field's costs are determined to be unallowable; (3) any fines, penalties or interest are assessed on Field; or (4) Field incurs any other costs or damages; Field may proceed as provided for in (4) below.

(4) If any of the circumstances identified in (2) and (3) above occur, Field may make a reduction of corresponding amounts (in whole or in part) in the price, or in the costs and fee, of this Contract or any other contract with SELLER, and may demand payment (in whole or in part) of the corresponding amounts. SELLER shall promptly pay amounts so demanded.

(5) These rights and obligations shall survive the termination or completion of this Contract

(c) In particular, if the Work is to be shipped to or performed in the United States:

(1) SELLER represents that each chemical substance constituting or contained in Work sold or otherwise transferred to Field hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.

(2) SELLER shall provide to Field with each delivery any Material Safety Data Sheet applicable to the Work in conformance with and containing such information as required by the Occupational Safety and Health Act (OSHA) of 1970 and regulations promulgated thereunder, or the state-approved counterpart to OSHA.

### 3. Assignment and Subcontracting

(a) Any assignment of SELLER's contract rights or delegation of duties shall be void, unless prior written consent is given by Field. However, SELLER may assign rights to be paid amounts due, or to become due, to a financing institution if Field is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned to an assignee shall be subject to setoffs or recoupment for any present or future claims of Field against SELLER. Field shall have the right to make settlements and adjustments in price with SELLER without notice to the assignee.

(b) Without Field's written consent, SELLER will not subcontract for the design, development, or procurement of any substantial portion of goods or services under this contract. This limitation does not apply to SELLER's purchases of standard commercial supplies or raw materials.

(c) In no event shall SELLER furnish to any assignee any part of this contract that is marked "Top Secret," "Secret," or "Confidential."

### 4. Communication with Field Customer

(a) Field shall be solely responsible for all liaison and coordination with the Field customer, including the U.S. Government, as it affects the applicable Prime Contract, this Contract, and any related contract.

(b) Unless otherwise directed in writing by the authorized Field Procurement Representative, all documentation requiring submittal to, or action by, the government or the Contracting Officer shall be routed to, or through, the Field Procurement Representative, or as otherwise permitted by this Contract.

### 5. Contract Direction

(a) Only the Field Procurement Representative has authority to amend this Contract. Such amendments must be in writing.

(b) Field engineering and technical personnel may render assistance or give technical advice or discuss or affect an exchange of information with SELLER's personnel concerning the Work hereunder. Such actions shall not be deemed to be a change under the **Changes** clause of this Contract (FAR 52.243-1) and shall not be the basis for equitable adjustment.

(c) Action or direction by any Field customer shall not be deemed to be a change under the **Changes** clause of this Contract and shall not be the basis for equitable adjustment.

(d) Except as otherwise provided herein, all notices to be furnished by the SELLER shall be sent to the Field Procurement Representative.

### 6. Definitions

The following terms shall have the meanings set forth below:

(a) "Contract" means the instrument of contracting, (e.g., PO, Purchase Order, or other such designation), including all referenced documents, exhibits, and attachments. If these terms and conditions are incorporated into a master agreement that provides for releases (in the form of a Purchase Order or other such document), the term "Contract" shall also mean the release document for the Work to be performed.

(b) "FAR" means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations.

(c) "Field" means ASES, LLC d/b/a Field Aerospace.

(d) "Field Procurement Representative" means the person authorized by Field's cognizant procurement organization to administer this Contract.

(e) "PO" or "Purchase Order" as used in any document constituting a part of this Contract shall mean this Contract.

(f) "SELLER" means the Party identified on the title page of the Contract, with whom Field is contracting.

(g) "Work" means all required articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

### 7. Disputes

(a) Any dispute, controversy, or claim arising out of or relating to this Contract or default, termination, or invalidity hereof, shall be settled by arbitration under the rules of the American Arbitration Association. The place of the arbitration shall be Oklahoma. The language to be used in the arbitral proceedings shall be English. Judgment of the arbitrators shall be final and non-appealable and may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of the enforcement. Each Party shall bear its own expenses of

the arbitration, but the fees and costs of the arbitrators shall be borne equally between the Parties participating in the arbitration.

- (b) Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the requesting party with copies of documents relevant to the issues raised by any claim or counterclaim. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrators, whose determination shall be conclusive. All discoveries shall be completed within thirty (30) days following the appointment of the arbitrators.
- (c) No action at law or in equity may be commenced by SELLER under or arising from this Contract unless it is brought within one year after the accrual of the cause of action upon which the claim is based, regardless of whether SELLER knew or should have known of the accrual of any such cause of action.
- (d) Notwithstanding the foregoing, in the event of a breach or threatened breach by SELLER under the **Information of Field** or **Intellectual Property** provisions of this Contract, Field may forego arbitration under this provision and seek immediate judicial and equitable remedies, including, but not limited to, injunctive relief or specific performance.
- (e) Until final resolution of any dispute hereunder, SELLER shall diligently proceed with the performance of this Contract as directed by the Field Procurement Representative.

## 8. Compliance with Export Control Regulations / Disclosure of Classified Information

- (a) SELLER agrees to comply fully with all applicable U.S. export control laws, including but not limited to the US International Traffic in Arms Regulations and the US Export Administration Regulations.
- (b) Definitions: For the purposes of this contract and the contemplated work effort, subject to the definitions set forth in the US International Traffic in Arms Regulations, the following definitions apply.

"Controlled Technology". Technical data, defense services, and defense articles as defined and identified under the US International Traffic In Arms Regulations (ITAR) and/or dual use articles as defined and identified under the US Export Administration Regulations (EAR).

"Export". The delivery of controlled technology to a foreign person.

"Foreign Person". Any natural person who is not a lawful permanent resident as defined by 8 U.S.C. 1101(a)(20) or who is not a protected individual as defined by 8 U.S.C. 1324b(a)(3), and any entity not incorporated or organized to do business in the United States.

- (c) The work effort contemplated under this Contract includes the export of controlled technology; i.e., defense services performed for a foreign person or entity, hardware on the US Munitions List (USML) or the Commodity Control List (CCL), and technical data associated with USML or CCL articles or services. Export authority shall be obtained by SELLER from the Department of State or the Department of Commerce, as applicable and in accordance with the separate regulations of each agency, prior to the export of controlled technology.
- (d) SELLER must be registered with the Directorate of Defense Trade Controls (DDTC) to perform work effort under this Contract. SELLER shall provide a written statement by the DDTC authorized Empowered Official certifying that SELLER has registered with DDTC and providing the expiration date

of the SELLER'S registration. SELLER shall not be considered for work effort assignment under this Contract until said statement by its Empowered Official has been submitted to Field. SELLER shall provide Field with the name, position and contact information for its Empowered Official. SELLER shall notify Field of any change in SELLER'S registration with DDTC.

- (e) SELLER shall obtain authority before assigning any foreign persons or foreign sources to perform work under this Contract or before permitting any foreign persons or foreign sources to have access to any information, technical data, technology, services, software, equipment, or the direct product thereof, generated by or delivered SELLER under this Contract. "Foreign person" is any person who is not a citizen or national of the United States and includes individuals, foreign corporations, international organizations, and foreign governments. "Foreign source" includes vendors, subcontractors, and suppliers owned and controlled by a foreign person.
- (f) SELLER certifies that all SELLER employees are, and will be, a US Citizen, or a permanent resident as defined by 8 U.S.C. 1101(a)(20) or a protected individual as defined by 8 U.S.C. 1324b(a)(3) except as approved by Field in writing.
- (g) SELLER certifies that SELLER will not employ foreign persons to perform work under this Contract, or permit foreign persons to have access to controlled data without first obtaining written permission from Field and export authority as required by US regulations.
- (h) SELLER shall immediately notify Field in writing when work effort involving controlled technology is assigned to SELLER. The written notification to Field shall state the type of controlled technology involved the type of export authority required or to be relied on in compliance with US export control law or regulations, and the proposed date of export. SELLER, upon the request of Field and without additional cost, shall provide such information as may be required by Field to support necessary applications for export authority covering any services, data or articles provided by SELLER.
- (i) SELLER shall provide Field with a monthly report of all exports of services, data or hardware made under this Contract, regardless of whether the export thereof is controlled by the US Government.
- (j) SELLER shall consult with Field regarding export authority requirements for SELLER'S work effort, comply with Field decisions regarding the necessity for Technical Assistance Agreements and Export Licenses, and either obtain necessary export authority or participate in export authority request by Field, as determined by Field.
- (k) SELLER shall establish a written procedure for compliance with US export control regulations and provide Field with a copy of said procedure on request.
- (l) With notice and within regular business hours, SELLER shall permit Field to conduct an audit of export compliance documentation relative to the work effort under this Contract.
- (m) SELLER shall timely comply with Field requests for the delivery of documentation related to the export or licensing of controlled technology arising under this Contract.
- (n) SELLER shall notify Field in writing of any known or suspected violation of any US export control law or regulation immediately upon becoming aware of said known or suspected violation.
- (o) SELLER shall immediately notify the Field Procurement Representative if SELLER is listed in any government list of

persons or entities who are denied or restricted from exercising US export privileges, including but not limited to a Denied Parties List or Restricted Parties List; or, if SELLER's export privileges are otherwise denied, suspended, or revoked in whole or in part by the U.S. Government or any agency thereof.

- (p) SELLER is solely liable for its obligation to comply with US Export Control laws and regulations and may not defend its failure to fully comply with US Export Control laws and regulations on the basis of decisions, actions, determinations, or directives made by Field. Field has no liability for SELLER'S failure to fully comply with US Export Control laws or regulations.
- (q) SUBCONTRACTORS: In the event SELLER proposes to, or does, retain the services of a sub-contractor, SELLER shall notify Field in writing of the Subcontractors name, address, contact information, and DDTC registration status. Each subcontractor arising from sublicensing under this Contract shall be required to comply with the terms and conditions of this provision. SELLER is hereby notified that Technical Assistance Agreements may prohibit sublicensing.
- (r) DISCLOSURE COMPLIANCE OF CLASSIFIED ARTICLES, SERVICES OR INFORMATION

Any potential disclosure regarding defense articles, defense services and/or technical data to a foreign source or foreign party under the resultant contracts, the awardees must comply with the National Disclosure Policy-1 (NDP-1) and National, DoD and Army security regulations, including the National Industrial Security Policy Manual (NISPOM).

## 9. Extras

Work shall not be supplied in excess of quantities specified in the Contract. SELLER shall be liable for handling charges and return shipment costs for any excess quantities.

## 10. Furnished Property

- (a) Field may provide to SELLER property owned by either Field or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Contract.
- (b) Title to Furnished Property shall be retained by Field or its customer. SELLER shall clearly mark (if not already marked) all Furnished Property to show ownership.
- (c) At Field's request or at completion of this Contract the SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by Field.
- (d) With respect to government-furnished property, or property to which the government may take title under this Contract:
  - (1) FAR Clause 52.245-1 Government Property (Jun 2007) (IAW FAR 45.107(a)), Alternate I JUN (2007) (IAW FAR 45.107(a)(2)) and Alternate II (Jun 2007) (IAW FAR 45.107(a)(3)) and 52.245-2 Government Property Installation Operation Services (Jun 2007) (IAW FAR 45.107(b)) applies. Therein "Government" means "Field" except in the phrases "Government-Furnished Property" and "Government Property," and in references to government title to property. "Contracting Officer" means "Field."
  - (2) SELLER shall provide to Field immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the government of its property control system.

## 11. Gratuities and Kickbacks

- (a) No gratuities (in the form of entertainment, gifts, or other-wise) or kickbacks shall be offered or given by SELLER to any employee of Field with a view toward securing favorable treatment as a supplier.
- (b) By accepting this Contract, SELLER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR Clause 52.203-7 Anti-Kickback Procedures (Jul 1995) or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

## 12. Indemnification

- (a) The SELLER shall indemnify Field against all liability that may result from any claim, action, or suit by any person, based on any alleged injury to or death of any person or damage to or loss of any property that may occur or that may be alleged to have been caused by the SELLER in the course of performance of this Contract by the SELLER, including but not limited to, liability caused by SELLER'S employees' use of weapons. The SELLER shall pay all charges of attorneys in connection therewith and, if any judgment shall be rendered against Field in any such action or actions, the SELLER shall satisfy and discharge the same without cost or expense to Field. However, this indemnity shall not apply to claims, actions, or suits resulting from Field's negligence.
- (b) Field shall indemnify the SELLER against all liability that may result from any claim, action, or suit by any person, based on any alleged injury to or death of any person or damage to or loss of any property that may occur or that may be alleged to have been caused by Field in the course of performance of this Contract. Field shall pay all charges of attorneys in connection therewith and, if any judgment shall be rendered against the SELLER in any such action or actions, Field shall satisfy and discharge the same without cost or expense to the SELLER.

## 13. Independent Contractor Relationship

- (a) SELLER is an independent contractor in all its operations and activities hereunder. The employees used by SELLER to perform Work under this Contract shall be SELLER's employees exclusively, without any relation whatsoever to Field, and shall not be entitled to participate in or receive any of Field's employee benefits.
- (b) SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, relating in any way to or affecting the performance of any of its obligations under this Contract.

## 14. Information of Field

Information provided by Field to SELLER remains the property of Field. SELLER agrees to comply with the terms of any confidential disclosure agreement with Field and to comply with all proprietary information markings and restrictive legends applied by Field to anything provided hereunder to SELLER.

SELLER agrees not to use any Field-provided information for any purpose except to perform this Contract and agrees not to disclose such information to third parties without the prior written consent of Field.

## 15. Information of SELLER

SELLER shall not provide any proprietary information to Field without prior execution by Field of a confidential disclosure agreement.

## 16. Insurance and Liability to Third Parties

In the event that SELLER, its employees, agents, or subcontractors enter Field's or its customer's premises for any reason in connection with this Contract, or regardless of the premises or locations required by this contract, SELLER, as well as its subcontractors and lower-tier subcontractors, shall procure and maintain at least the following kinds of insurance and minimum liability coverage during any period of contract performance:

- (a) Worker's compensation and Employers' Liability Insurance in compliance with applicable compensation and occupational disease statutes. Employers' liability coverage in the minimum amount of \$100,000.
- (b) Comprehensive general liability and bodily injury liability insurance in the minimum limits of \$500,000 per occurrence.
- (c) Comprehensive automobile liability insurance policy shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract in the minimum amounts of \$200,000 per person and \$500,000 per occurrences for bodily injury and \$20,000 per occurrence for property damage.
- (d) Property damage insurance in reasonable amounts and such other insurance as Field may require, as stated in the contract schedule, and shall comply with all site requirements. Such insurance shall be written through a licensed carrier, with a financial rating of no less than A-, in the respective state of operation and shall meet all legal minimum requirements of same state.

SELLER shall indemnify and hold harmless Field, its officers, employees, and agents from any and all losses, costs, claims, causes of action, damages, liabilities, and expenses, including (but not limited to) attorneys' fees, all expenses of litigation and settlement, and court costs, by reason of property damage or personal injury to any person caused in whole or in part by the actions or omissions of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier. SELLER shall provide Field thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance. If requested, SELLER shall send a Certificate of Insurance showing SELLER's compliance with these requirements. SELLER shall name Field as an additional insured for the duration of this Contract. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of Field and is not contributory with any insurance which Field may carry.

## 17. Intellectual Property Infringement

SELLER warrants that the Work performed and delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. SELLER agrees to defend, indemnify, and hold harmless Field and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any action by a third party that is based on a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.

## 18. Language and Standards

All reports, correspondence, drawings, notices, markings, and other communications shall be in the English language. The English version of the Contract shall prevail. Unless otherwise provided in writing, all documentation and work shall use the units of U.S. standard weights and measures.

## 19. Materials

The Work to be delivered hereunder shall consist of materials, as defined in FAR 52.211-5 Material Requirements (Aug 2000) (IAW FAR 11.304).

## 20. Offset Credit and Cooperation

All offset or countertrade credit value resulting from this Contract shall accrue solely to the benefit of Field. SELLER agrees to cooperate with Field in the fulfillment of any foreign offset or countertrade obligations.

## 21. Packing and Shipment

- (a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice to prevent damage and deterioration during shipping, handling, and storage.
- (b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the Field contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.
- (c) For Work shipped within the United States, unless otherwise specified, delivery shall be FOB Destination. For Work imported into the United States, unless otherwise specified, delivery shall be DDP Field's facility indicated on the title page of the Contract in accordance with *INCOTERMS 2000*.

## 22. Parts Obsolescence

Field may desire to place additional orders for items purchased hereunder. SELLER shall provide Field with a Last Time Buy Notice at least twelve (12) months prior to any action to discontinue any item purchased under this Contract.

## 23. Payments—Time and Material Task Orders

For time-and-materials task orders, Field shall pay the SELLER as follows, upon the submission of invoices approved by Field.

- (a) Hourly Rate
  - (1) The amounts computed by multiplying the appropriate hourly rates, as set forth in the Indefinite Delivery/Indefinite Quantity (ID/IQ) contract article Labor Categories and Billing Rates, by the number of direct labor hours performed. The hourly rates shall include wages, overhead, general and administrative expense, and profit. Fractional parts of an hour or day shall be payable on a prorated basis. SELLER shall submit invoices for payment to Field monthly, except that small businesses may invoice biweekly. The SELLER will substantiate invoices by evidence of actual payment and by requiring completion of individual daily job time cards/sheets signed by an authorized supervisor, or such other substantiation approved by Field. After receipt of each substantiated invoice, Field shall, except as otherwise provided in this Contract and subject to the provisions of F and G below, make payment thereon as approved by Field.
  - (2) As specified in the task order, Field may withhold 5% of the amount due under this paragraph A from each

payment, but the total amount withheld shall not exceed \$50,000. Field shall withhold such amounts until the execution and delivery of a release by the SELLER as provided in paragraphs F and G below.

- (3) The hourly rates set forth in the schedule shall not be changed by the SELLER, having performed work on an overtime basis, unless Field authorizes different rates for overtime in the task order. If the task order provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent that the overtime is approved in advance by Field. Nothing in this Contract shall excuse the SELLER from any legal requirement to pay its employees overtime.
  - (4) Payment terms are net forty-five (45) days.
- (b) Materials (Includes Subcontracts and Travel)
- (1) Field shall determine the allowable costs of direct materials in accordance with Part 31 of the FAR in effect on the date of this Contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the Contract's hourly or daily rate. Material handling costs are indirect costs, including, when appropriate, general and administrative expenses allocated to direct materials in accordance with the SELLER's usual accounting practices consistent with Part 31 of the FAR. The SELLER shall be reimbursed for items and services purchased directly for the Contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials, as referenced by this clause, are defined as those materials which enter directly into the Contract's end product, or which are used or consumed directly in connection with the furnishing of such end product or in the performance of this Contract.
  - (2) The costs of any subcontracts that are authorized pursuant to the **Subcontracts** clause below shall be reimbursable costs, provided such costs are consistent with subparagraph (4) below. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor in the same manner as for items and services purchased directly for the Contract under subparagraph (1) above. Field shall not reimburse the CONTRACTOR for costs of subcontract administration when such costs are included in the hourly rates payable under paragraph A, subparagraph (1) above.
  - (3) The costs of any travel which are required by task orders issued under this Contract shall be reimbursable costs, provided that Field shall reimburse only such travel costs that are consistent with the government's Joint Travel Regulations and FAR Part 31 and in accordance with SELLER's task order proposals, or are approved in writing by Field.
  - (4) The SELLER shall, to the extent of its ability, procure materials at the most advantageous prices available, with due regard to securing prompt delivery of satisfactory materials. The SELLER shall take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other such benefits. When unable to take advantage of such benefits, it shall promptly notify Field of this and provide the reason why. Credit shall be given to Field for cash and trade discounts, rebates, allowances, credits, salvage, the value of resulting scrap (when the amount of such scrap is appreciable), commissions, and other amounts which have been accrued to the benefit of the SELLER, or would have so accrued except for the fault or neglect of the SELLER. Such benefits lost through no fault or

neglect on the part of the SELLER, or lost through fault of Field, shall not be deducted from gross costs.

- (5) The requirement of payment before reimbursement shall not apply to the SELLER who is a small business concern, but Field has the right to reinstate the requirement of payment before reimbursement, at Field's sole discretion, by issuing a unilateral modification to the Contract.
  - (6) For indirect cost rates, Field shall reimburse SELLER on the basis of either (a) final annual indirect cost rates and the appropriate bases established by SELLER and the government in effect for the period covered by the indirect cost rate proposal, or (b) rates established by the schedule article entitled *Quick Closeout Procedure*. Such rates and bases shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this Contract.
  - (7) Field shall not pay profit or fee on any material, subcontract, or travel.
- (c) It is estimated that the total cost to Field for the performance of task orders under this Contract will not exceed the ceiling amount set forth in each task order, and the SELLER agrees to use its best efforts to perform the requirements of each task order within such ceiling amount. If at any time during performance of a task order the SELLER has reason to believe that the hourly or daily rate payments and material costs that will accrue in the performance of this Contract in the next succeeding thirty (30) days and, when added to all other payments and costs previously accrued, will exceed 75% of the ceiling amount stated in the task order, the SELLER shall notify Field of this and shall give its revised estimate of the ceiling amount to Field for the performance of the task order, together with supporting reasons and documentation. If at any time during performance of a task order the SELLER has reason to believe that the ceiling amount for the performance of the task order will be substantially greater or less than ceiling amount stated in the task order, the SELLER shall so notify Field, giving its revised estimate of the ceiling amount, together with supporting reasons and documentation.
- (d) Field shall not be obligated to pay the SELLER any amount in excess of the funding limitation set forth in the task order, and the SELLER shall not be obligated to continue performance if to do so would exceed the funding limitation set forth in the task order, unless and until Field shall have notified the SELLER in writing that such funding limitation has been increased and shall have specified in such notice a revised ceiling, which shall then be the funding limitation for performance of the task order. When, and to the extent that the funding limitation set forth in the task order has been increased, any hours expended and material costs incurred by the SELLER in excess of the funding limitation prior to the increase shall be allowable to the same extent as if such hours or days expended and material costs had been incurred after such increase in the funding limitation.
- (e) At any time or times prior to final payment under this Contract, Field may cause to be made such audit of the invoices and substantiating material as shall be deemed necessary. Each payment theretofore made shall be subject to reduction to the extent of amounts that are found by Field not to have been properly payable, and shall also be subject to reduction for overpayments, or to increase for underpayments, on preceding invoices. Upon receipt and approval of the invoice designated by the SELLER as the "task order final invoice" or upon compliance by the SELLER with all provisions of this Contract (including, without limitation, provisions relating to reports, patents, and the provisions of F and G below), Field shall, as promptly as may be practicable, pay any balance due and owing the SELLER. The final invoice, together with

substantiating information and documentation, shall be submitted by the SELLER as promptly as may be practicable following completion of the work under the task order, but in no event later than sixty (60) days from the date of such completion (or such longer period as Field may, at its discretion, approve in writing).

- (f) The SELLER and each assignee, under an assignment entered into under this Contract and in effect at the time of final payment under this Contract, shall execute and deliver at the time of and, as a condition precedent to final payment under this Contract, a release in form satisfactory to Field, discharging Field, its trustees, officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this Contract. Field shall provide a release form to the SELLER for this purpose.
- (g) The SELLER agrees that any refunds, rebates, or credits (including any interest thereon) accruing to or received by the SELLER or any assignee, which arise under the materials portion of the Contract and for which the SELLER has received reimbursement, shall be paid by the SELLER to Field. The SELLER and each assignee, under an assignment entered into under this Contract and in effect at the time of final payment under each task order, or the ID/IQ Contract as Field shall specify, shall execute and deliver at the time of and as a condition precedent to final payment an assignment to Field of such refunds, rebates, or credits (including any interest thereon) in form and substance satisfactory to Field. Field shall provide an assignment form to the SELLER for this purpose.

#### 24. Payments—Fixed-Price Task Orders

For fixed -price task orders, Field shall pay the SELLER, upon submission of invoices approved by Field, a lump sum on completion of task order work, or performance-based payments for achievement of performance events as specified in the task order, or otherwise as specified by Field in the task order. Either Field or SELLER at Field's discretion may propose dollar values, and all such values shall have a reasonable relationship to the value of the work performed.

#### 25. Payments, Taxes, and Duties

- (a) Unless otherwise provided, terms of payment shall be net forty five (45) days from the latest of the following: (i) Field's receipt of the SELLER's proper invoice; (ii) Scheduled delivery date of the Work (SELLER's proper invoice required) ; or (iii) Actual delivery of the Work (SELLER's proper invoice required). Field shall have a right of setoff against payments due or at issue under this Contract or any other Contract between the Parties.
- (b) Payment shall be deemed to have been made as of the date of Field's mailed payment or electronic funds transfer.
- (c) Unless otherwise specified, prices include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice. Prices shall not include any taxes, impositions, charges or exactions for which Field has furnished a valid exemption certificate or other evidence of exemption.
- (d) All taxes, assessments and similar charges levied with respect to or upon any such products or Work owned by Field while in SELLER's possession or control, and for which no exemption is available, shall be borne by SELLER.
- (e) For cost reimbursement subcontracts with provisional billing rates, the SELLER agrees to adjust interim vouchers within 90 days after receipt of revised provisional billing rates and to

certify on all invoices that such invoices incorporate the most current provisional billing rates.

- (f) The prices stated in the contract are firm, fixed prices in United States dollars.

#### 26. Precedence

Any inconsistencies in this Contract shall be resolved in accordance with the following (in descending order of precedence): (1) face of the Purchase Order, release document or schedule (which may include continuation sheets), as applicable, including any special terms and conditions; (2) any master agreement, such as corporate, sector, or blanket agreements; (3) these General Provisions; and (4) Statement of Work.

#### 27. Priority Rating

If so identified, this Contract is a "rated order," certified for national defense use, and the SELLER shall follow all the requirements of the *Defense Priorities and Allocation System Regulation* (15 C.F.R. Part 700).

#### 28. Quality Control System

Unless this Contract contains other specific quality requirements,

- (a) SELLER shall provide and maintain a quality control system to an industry-recognized quality standard for the Work covered by this Contract.
- (b) Records of all quality control inspection work by SELLER shall be kept complete and made available to Field and its customers during the performance of this Contract and for such longer periods as may be specified.
- (c) Field, customer, and regulatory authorities will have access to all quality management system documentation upon request.
- (d) The supplier may be required to submit to initial and follow-up audits of their quality management system by Field or regulatory authorities to become, or remain, an approved supplier.
- (e) For suppliers manufacturing items to Field or customer-provided design data or suppliers providing Aerospace related products/services, the following requirements shall apply, where appropriate:
  - (1) If the supplier determines during production the product (intended for use or delivery to Field) does not conform to requirements, this product shall be identified and controlled. The supplier shall provide timely notification to Field regarding the nonconforming product.
  - (2) If the supplier determines at any time after delivery of product to Field the product does not conform to requirements, the Seller shall notify Field within 24 hours of the nonconforming product.
  - (3) If the supplier determines during inspection the product (intended for use or delivery to Field) does not conform to requirements, this product shall be identified and controlled. The supplier shall hold the product until dispositioned and approved by Field.
  - (4) Supplier shall provide notification to Field of any change in product design, materials, or production processes from those originally specified or quoted.

- (5) Supplier shall provide notification to Field of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain Field approval.
- (6) Supplier shall provide access to Field, Field customers, and all applicable regulatory authorities to applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.
- (7) Supplier shall flow down to the supply chain the applicable requirements including customer requirements and key characteristics.
- (f) Where a supplier is designing hardware, Field shall participate in all design review activities and reserves the right to approve preliminary designs prior to proceeding to detailed design and final designs prior to proceeding to fabrication.
- (g) For design, development, or manufacturing work affecting high-value, safety critical systems, Field may require that the supplier be certified to AS9100, ISO 9001, or an FAA certificated quality system under FAR Part 145 or FAR Part 21.
- (h) Field shall participate in any technical interchange meetings where the supplier is presenting information to our customers.

## 29. Release of Information

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER without the prior written approval of Field.

## 30. Source Surveillance

In addition to inspections as otherwise provided in this Contract, and at no increase in Contract price, Field may assign product assurance representatives to SELLER's facilities to conduct and maintain surveillance as necessary to ensure quality and reliability. SELLER likewise shall reserve such right to Field with respect to SELLER's lower-tier subcontractors. If such examination is made, SELLER shall provide, and require its subcontractors to provide, such representatives with reasonable facilities, equipment, and unescorted access (except in areas where proprietary processes or data are located, in which case access shall be on an escorted basis) to all areas essential to the proper conduct of the above described activity.

## 31. Subcontracts

- (a) If this Contract is primarily for the purpose of furnishing services, no subcontract shall be made by the SELLER with any other Party for furnishing all or substantially all of the Work or services herein contracted for without the advance written approval of Field; however, this provision shall not be construed to require the approval of contracts of employment between the SELLER and personnel assigned for services hereunder.
- (b) The SELLER shall give Field immediate written notice of any action or suit filed and prompt notice of any claim made against the SELLER by any subcontractor or vendor that, in the opinion of the SELLER, may result in litigation related in any way to this Contract, with respect to which the SELLER may be entitled to reimbursement from Field.
- (c) No subcontract placed under this Contract shall provide for payment on a cost-plus-a-percentage-of-cost-basis, and any fee payable under cost-reimbursement, lower-tier

subcontracts shall not exceed the fee limitations contained in this contract.

## 32. Survivability

If this Contract expires, is completed, or is terminated for default or convenience, SELLER shall not be relieved of those obligations contained in this Contract for the following provisions:

- (a) Applicable Laws
  - Export Control Compliance
  - Independent Contractor Relationship
  - Information of Field
  - Insurance and Liability to Third Parties
  - Intellectual Property Infringement
  - Release of Information
  - Warranty
- (b) Those U.S. Government flowdown provisions that, by their nature, should survive.

## 33. Timely Performance

- (a) Time is of the essence in this Contract. SELLER's timely performance is a critical element of this Contract.
- (b) Unless advance shipment has been authorized in writing by Field, Field may store, at SELLER's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.
- (c) If SELLER becomes aware of difficulty in performing the Work, SELLER shall promptly notify Field, in writing, giving pertinent details. This notification shall not change any delivery schedule.
- (d) In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of SELLER's normal flow time unless Field has given prior written consent.

## 34. Waiver, Approval, and Remedies

- (a) Failure by Field to enforce any provisions of this Contract shall not be construed as a waiver of the requirements of such provisions, or as a waiver of the right of Field thereafter to enforce each and every such provision.
- (b) Field's approval of documents shall not relieve SELLER from complying with any requirements of this Contract.
- (c) The rights and remedies of Field in this Contract are in addition to any other rights and remedies provided by law or in equity.

## 35. Warranty

- (a) In addition to SELLER's standard warranty, SELLER warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Contract and be free from defects in design, material, and workmanship. All warranties shall survive inspection, test and acceptance of, and payment for, the Work. All warranties shall run to Field and its successors, assigns, and customers. The warranty shall extend for a period of one (1) year after Field's final acceptance unless a different period is set forth elsewhere in this Contract. If any nonconformity of the Work appears within that time, SELLER shall promptly repair, replace, or re-perform the Work, at Field's option. Transportation of replacement Work, return of nonconforming Work, and repeat performance of Work shall be at SELLER's expense. Work required to be corrected or replaced shall be subject to this provision and the **Inspection and Acceptance** provision of



this Contract (FAR 52.246-2 and 52.246-4) in the same manner and to the same extent as Work originally delivered under this Contract. If repair, replacement, or re-performance of Work is not timely, Field may elect to return the nonconforming Work or repair, replace Work, or re-procure the Work at SELLER's expense.

(b) SELLER further warrants that all software, firmware, and hardware (products) provided by SELLER, having date-dependent functionality containing or calling on a calendar function to process date and time data, will accurately process the date and time data (including, but not limited to, inputting, storing, manipulating, comparing, calculating, updating, displaying, outputting, and transforming such dates and data).

(1) In the event of a discovery of any date-dependent functionality noncompliance, the discovering party shall notify the other party within five (5) business days. At Field's option, the noncompliant products shall be repaired or replaced by SELLER within ten (10) business days of such notice at no cost to Field. The date-dependent functionality warranty shall run to Field and its successors, assigns, and customers, and shall extend indefinitely after Field's final acceptance.

(2) Nothing in this provision shall be construed to limit any other rights under this Contract, at law or in equity that Field may have with respect to date-dependent functionality compliance.

### 36. Equal Opportunity

(a) The requirements of 41 CFR 60-300.5 are incorporated herein by reference and apply to any PO/Subcontract that exceeds \$100,000.

**This contractor and 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.**

(b) The requirements of 41 CFR 60-741.5 are incorporated herein by reference and apply to any PO/Subcontract that exceeds \$10,000.

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against 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.**

## SECTION II: FAR FLOWDOWN PROVISIONS

### A. Incorporation of FAR Clauses

The FAR clauses and Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced below, are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of this Contract. If the date or substance of any of the clauses listed below is different than the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead.

### B. Government Subcontract

This Contract is entered into by the Parties in support of a U.S. Government contract.

As used in the FAR and DFARS clauses referenced below and otherwise in this Contract:

1. "CONTRACTOR" means the SELLER, as defined previously in the **Definitions** provision of this document, acting as the immediate (first-tier) subcontractor to Field.

2. "Prime Contract" means the contract between Field and the U.S. Government or between Field and its higher-tier CONTRACTOR who has a contract with the U.S. Government.

3. "Contract" means this Contract.

4. "Subcontract" means any contract placed by the CONTRACTOR or lower-tier subcontractors under this Contract.

### C. Definitions

The clauses referenced in this document should be interpreted as show below:

1. Substitute "Field" for "Government", "the Government" or "United States" as applicable.

2. Substitute "Field Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" as applicable.

3. Insert "and Field" after "Government" or "Contracting Officer," as applicable.

4. Insert "or Field" after "Government" as applicable.

5. Communication or notification required under applicable clauses from or to the Contractor, and to or from the Contracting Officer shall be through Field.

6. "Contracting Officer" shall mean the U.S. Government Contracting Officer for Field's government Prime Contract under which this Contract is entered.

### D. Amendments Required by Prime Contract

CONTRACTOR agrees that upon the request of Field it will negotiate in good faith with Field relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as Field may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the **Changes** clause of this Contract.

### E. FAR Flowdown Clauses

#### REFERENCE TITLE

1. **The following FAR clauses apply to this Contract:**

52.202-1 Definitions (JUL 2004)

52.203-3 Gratuities (APR 1984)

52.203-5 Covenant against Contingent Fees (APR 1984)

52.203-6 Restrictions on Subcontractor Sales to

	the Government (SEP 2006)	52.211-16	Variation in Quantity (APR 1984) (IAW FAR 11.703(a)) (b) The permissible variation shall be limited to:
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)		Percent increase <u>(See individual line item(s) TO BE SPECIFIED IN INDIVIDUAL D/TOS)</u> Percent decrease <u>(See individual line item(s) TO BE SPECIFIED IN INDIVIDUAL D/TOS)</u>
52.204-2	Security Requirements (AUG 1996)		This increase or decrease shall apply to <u>(See individual line item(s) TO BE SPECIFIED IN INDIVIDUAL D/TOS)</u> .
52.204-4	Printed Or Copied Double-Sided On Recycled Paper (AUG 2000) (IAW FAR 4.303)	52.211-17	Delivery of Excess Quantities (SEP 1989) (IAW FAR 11.703(b)) (Applicable when fixed-price supplies are furnished)
52.204-7	Central Contractor Registration (APR 2008) (IAW FAR 4.1104) (Applicable to solicitations and contracts except as provided in 4.1102(a))	52.215-8	Order of Precedence--Uniform Contract Format (OCT 1997) (IAW FAR 15.209(h)) (Applicable to all orders issued hereunder)
52.208-9	Contractor Use Of Mandatory Sources Of Supply Or Services (JUN 2006) (IAW FAR 8.004)	52.215-9	Changes or Additions to Make-Or-Buy Program (OCT 1997) (IAW FAR 15.408(a))
52.209-3	First Article Approval--Contractor Testing -- Alternate I (JAN 1997) (IAW FAR 9.308-1(a)(2), FAR 9.308-1(b)(2))	52.215-9	Changes to Additions to Make-Or-Buy Program -- Alternate I (OCT 1997) (IAW FAR 15.408(a)(1))
52.209-3	First Article Approval--Contractor Testing -- Alternate II (SEP 1989) (IAW FAR 9.308-1(a)(3), FAR 9.308-1(b)(3))	52.215-9	Changes to Additions to Make-Or-Buy Program -- Alternate II (OCT 1997) (IAW FAR 15.408(a)(2))
52.209-4	First Article Approval--Government Testing -- Alternate I (JAN 1997) (IAW FAR 9.308-2(a)(2), FAR 9.308-2(b)(2))	52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (OCT 1997)
52.209-4	First Article Approval--Government Testing -- Alternate II (SEP 1989) (IAW FAR 9.308-2(a)(3), FAR 9.308-2(b)(3))	52.216-7	Allowable Cost and Payment (DEC 2002) (IAW FAR 16.307(a)) (a) <i>Invoicing.</i> (3) The designated payment office will make interim payments for contract financing on the <u>30th</u> day (Applicable when specifying cost-reimbursement pricing arrangement)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (SEP 2006) (IAW FAR 9.409) (Applicable when exceeding \$30,000)	52.216-8	Fixed Fee (MAR 1997) (IAW FAR 16.307(b)) (Applicable when specifying cost-plus-fixed-fee pricing arrangement)
52.211-8	Time of Delivery (JUN 1997) (IAW FAR 11.404(a)(2)) <u>Delivery for each item is annotated in the schedule (part i section b) under each line item.</u>	52.216-10	Incentive Fee (MAR 1997) (IAW FAR 16.307(d)) (e) <i>Fee payable.</i> (1) The fee payable under this contract shall be the target fee increased by _____ * _____ cents for every dollar that the total allowable cost is less than the target cost or decreased by _____ ** _____ cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than _____ *** percent or less than _____ **** percent of the target cost.
52.211-8	Time of Delivery -- Alternate I (Apr 1984) (IAW FAR 11.404(A)(2))		
52.211-8	Time of Delivery -- Alternate II (APR 1984) (IAW Far 11.404(A)(2)) (B) The Successful Offeror Will Receive Notice Of Award By To Be Specified In <u>Individual D/TOS.</u>	52.216-11	Cost Contract – No Fee (APR 1984)
52.211-8	Time of Delivery -- Alternate III (APR 1984) (IAW Far 11.404(A)(2))	52.216-12	Cost-Sharing Contract--No Fee (APR 1984) (IAW FAR 16.307(f) (1))
52.211-15	Defense Priority and Allocation Requirements (APR 2008)		

52.216-12	Cost-Sharing Contract--No Fee -- Alternate I (APR 1984) (IAW FAR 16.307(f)(2))	52.222-20	micro-purchase threshold) Walsh-Healey Public Contracts Act (DEC 1996) (IAW FAR 22.610)
52.216-16	Incentive Price Revision--Firm Target (OCT 1997) (IAW FAR 16.406(a))	52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.216-17	Incentive Price Revision--Successive Targets (OCT 1997) (IAW FAR 16.406(b))	52.222-26	Equal Opportunity (MAR 2007).
52.216-18	Ordering (OCT 1995) (IAW FAR 16.506(a)) (a) Such orders may be issued from <u>effective date of contract through the 36</u> <u>month basic contract period of</u> <u>performance except as may be extended</u> <u>by exercise of options.</u> (Applicable to all orders issued hereunder)	52.222-29	Notification of Visa Denial (JUN 2003)
52.216-19	Order Limitations (OCT 1995) (IAW FAR 16.506(b))	52.222-41	Service Contract Act of 1965 (NOV 2007) (IAW FAR 22.1006(a))
52.216-22	Indefinite Quantity (OCT 1995) (IAW FAR 16.506(e))	52.222-42	Statement of Equivalent Rates for Federal Hires (MAY 1989) (IAW FAR 22.1006(b)) <i>This Statement is for Information Only: It is not a Wage Determination</i>
52.217-2	Cancellation under Multiyear Contracts (OCT 1997) (IAW FAR 17.109(a))	52.222-43	Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (IAW FAR 22.1006(c) (1))
52.217-6	Option for Increased Quantity (MAR 1989) (IAW FAR 17.208(d)) The Contracting Officer may exercise the option by written notice to the Contractor within <u>to be specified in individual D/TOs.</u>	52.222-44	Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (IAW FAR 22.1006(c)(2)) (Applicable over \$100,000, fixed price service and FAR 52.222-41 applies)
52.217-7	Option for Increased Quantity-- Separately Priced Line Item (MAR 1989) (IAW FAR 17.208(e)) The Contracting Officer may exercise the option by written notice to the Contractor within <u>to be specified in individual D/TOs.</u>	52.222-48	Exemption from Application of Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification (NOV 2007) (IAW FAR 22.1006(e)(1))
52.217-8	Option to Extend Services (NOV 1999) (See Note 3) <u>to be specified in individual</u> <u>D/TOs.</u>	52.222-49	Service Contract Act--Place of Performance Unknown (MAY 1989) (IAW FAR 22.1006(f)) (a) In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: <u>To be cited on each</u> <u>delivery/task order.</u> The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by <u>00 :00 PM, 00 -*** -0000</u> (Applicable to all orders issued hereunder)
52.217-9	Option to Extend the Term of the Contract (MAR 2000), para (a) and(c) (IAW FAR 17.208(g))	52.222-50	Combating Trafficking In Persons (AUG 2007) (IAW FAR 22.1705(a)) (Applicable to all orders issued hereunder)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005), para (c) (IAW FAR 19.1308(b))	52.222-51	Exemption From Application Of The Service Contract Act To Contracts For Maintenance, Calibration, Or Repair Of Certain Equipment--Requirements (NOV 2007) (IAW FAR 22.1006(e)(2))
52.219-8	Utilization of Small Business Concerns (MAY 2004)	52.223-5	Pollution Prevention and Right-to-Know Information (AUG 2003)(IAW FAR 23.1005(a))
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)	52.223-5	Pollution Prevention and Right-to-Know Information -- Alternate I (AUG 2003)(IAW
52.222-2	Payment For Overtime Premiums (JUL 1990) (IAW FAR 22.103-5(b)) (a) Overtime premium does not exceed _____*		
52.222-3	Convict Labor (JUN 2003)		
52.222-19	Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (IAW FAR 22.1505(b)) (Applicable for supplies that exceed the		

	FAR 23.1005(b))		with respect to such patents: <u>TO BE SPECIFIED IN INDIVIDUAL D/TOS</u>
52.223-5	Pollution Prevention and Right-to-Know Information – Alternate II (AUG 2003)(IAW FAR 23.1005(c))	52.227-9	Refund of Royalties (APR 1984) (IAW FAR 27.202-5(c))
52.223-6	Drug-Free workplace (MAY 2001)	52.227-14	Rights in Data—General (DEC 2007) and, when determined to be applicable by Field, Alternate I, Alternate II, Alternate III, and Alternate IV.
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (IAW FAR 23.406(d)) (b) The Contractor, on completion of this contract, shall-- (2) Submit this estimate to _____ *	52.227-16	Additional Data Requirements (JUN 1987) (IAW FAR 27.409(d))
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items -- Alternate I (MAY 2008) (IAW FAR 23.406(d))	52.228-7	Insurance – Liability to Third Persons (MAR 1996)
52.223-11	Ozone-Depleting Substances (MAY 2001), para (b) (IAW FAR 23.804(a))	52.229-6	Taxes – Foreign Fixed-Price Contracts (JUN 2003)
52.223-12	Refrigeration Equipment and Air Conditioners (MAY 1995) (IAW FAR 23.804(b))	52.229-8	Taxes--Foreign Cost-Reimbursement Contracts (MAR 1990) (a) (IAW FAR 29.402-2(a))
52.224-1	Privacy Act Notification (APR 1984)	52.232-1	Payments (APR 1984) (IAW FAR 32.111(a)(1)) (Applicable to fixed-price supply or services and non-regulated communication services).
52.224-2	Privacy Act (APR 1984)	52.232-2	Payments under Fixed-Price Research and Development Contracts (APR 1984) (IAW FAR 32.111(a)(2))
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2006), para (a)	52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (FEB 2007), para (a) (4) and (h) (2) (IAW FAR 32.111(a)(7))
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (JUN 2000) (IAW FAR 26.104)	52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts –Alternate I (FEB 2007) (IAW FAR 32.111(a)(7)(i))
52.227-3	Patent Indemnity (APR 1984) (IAW FAR 27.201-2(c)(1))	52.232-8	Discounts for Prompt Payment (FEB 2002) (IAW FAR 32.111(b)(1)) (Applicable to fixed-price supply or fixed-price service)
52.227-3	Patent Indemnity -- Alternate I (APR 1984) (IAW FAR 27.201-2(c)(2)) As prescribed in 27.201-2(c)(2), add the following paragraph (c) to the basic clause: (c) This patent indemnification shall not apply to the following items: <u>TO BE SPECIFIED IN INDIVIDUAL D/TOS</u>	52.232-9	Limitation on Withholding Of Payments (APR 1984) (IAW FAR 32.111(b)(2))
52.227-3	Patent Indemnity -- Alternate II (APR 1984) (IAW FAR 27.201-2(c)(2)) As prescribed in 27.201-2(c)(2), add the following paragraph (c) to the basic clause: (c) This patent indemnification shall not apply to the following items: <u>TO BE SPECIFIED IN INDIVIDUAL D/TOS</u>	52.232-11	Extras (APR 1984) (IAW FAR 32.111(c)(2)) (Applicable to fixed-price supply, fixed-price service, or transportation)
52.227-3	Patent Indemnity -- Alternate III (JUL 1995) IAW FAR 27.201-2(c)(3))	52.232-17	Interest (JUN 1996) (IAW FAR 32.617(a), FAR 32.617(b)) (Applicable when exceeding the simplified acquisition threshold)
52.227-5	Waiver of Indemnity (APR 1984) (IAW FAR 27.201-2(e)) of any invention covered by the United States patents identified below and waives indemnification by the Contractor	52.232-18	Availability of Funds (APR 1984) (IAW FAR 32.705-1(a))
		52.232-20	Limitation of Cost (APR 1984) (Applicable when this Contract becomes fully funded.
		52.232-22	Limitation of Funds (APR 1984) (Applicable if this Contract is incrementally funded. When the Contract

	becomes fully funded FAR 52.232-20 shall apply in lieu of this clause.		(Applicable to fixed-price supplies)
52.232-23	Assignment of Claims (JAN 1986) Alternate I (APR 1984)	52.243-1	Changes--Fixed-Price -- Alternate I (APR 1984) (IAW FAR 43.205(a)(2))
52.232-25	Prompt Payment (Oct 2003) Alternate I (FEB 2002) (IAW FAR 32.908(c)(3))	52.243-1	Changes--Fixed-Price -- Alternate II (APR 1984) (IAW FAR 43.205(a)(3))
52.232-32	Performance-Based Payments (JAN 2008), para (m) (IAW FAR 32.1005)	52.243-1	Changes--Fixed-Price -- Alternate III (APR 1984) AW FAR 43.205(a)(4))
	(c) Approval and payment of requests. The designated payment office will pay approved requests on the <u>30th</u> day after receipt of the request for performance-based payment by the designated payment office.	52.243-1	Changes--Fixed-Price -- Alternate IV (APR 1984) (IAW FAR 43.205(a)(5))
		52.243-1	Changes--Fixed-Price -- Alternate V (APR 1984) (IAW FAR 43.205(a)(6))
52.233-1	Disputes (JUL 2002) (IAW FAR 33.215) (Applicable except to foreign governments or their agencies or to international organizations or a subsidiary body of that organization, if the agency head determines that the application of the Act to the contract would not be in the public interest)	52.243-2	Changes--Cost-Reimbursement (AUG 1987) (IAW FAR 43.205(b)(1)) (Applicable to cost-reimbursement supplies)
		52.243-2	Changes--Cost-Reimbursement -- Alternate I (APR 1984) (IAW FAR 43.205(b)(2))
52.233-1	Disputes -- Alternate I (DEC 1991) (IAW FAR 33.215, DFARS 233.215)	52.243-2	Changes--Cost-Reimbursement -- Alternate II (APR 1984) (IAW FAR 43.205(b)(3))
52.233-3	Protest After Award (AUG 1996) (IAW FAR 33.106(b)) (Applicable to all orders issued hereunder)	52.243-2	Changes--Cost-Reimbursement -- Alternate III (APR 1984) (IAW FAR 43.205(b)(4))
52.233-3	Protest After Award -- Alternate I (JUN 1985) (IAW FAR 33.106(b)) (Applicable to cost reimbursement items)	52.243-2	Changes--Cost-Reimbursement -- Alternate V (APR 1984) (IAW FAR 43.205(b)(6))
		52.243-3	Changes -- Time-and-Materials or Labor-Hours (September 2000)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)	52.243-7	Notification of Changes (APR 1984) (IAW FAR 43.107)
52.239-1	Privacy or Security Safeguards (AUG 1996)		(b) the Contractor shall notify the Administrative Contracting Officer in writing promptly, within <u>TO BE SPECIFIED IN INDIVIDUAL D/TOS</u> calendar days
52.242-1	Notice of Intent to Disallow Costs (APR 1984)		
52.242-2	Production Progress Reports (APR 1991) (IAW FAR 42.1107)		(d) The Contracting Officer shall promptly, within <u>To be specified in individual D/TOS</u> calendar days
52.242-3	Penalties for Unallowable Costs (MAY 2001)	52.244-2	Subcontracts (JUN 2007) (IAW FAR 44.204(a)(1), FAR 44.204(a)(3))
52.242-13	Bankruptcy (JUL 1995)		
52.242-15	Stop-Work Order (AUG 1989) and Alternate I (APR 1984)	52.244-2	Subcontracts -- Alternate I (JUN 2007) (IAW FAR 44.204(a)(2))
52.242-17	Government Delay of Work (APR 1984) (IAW FAR 42.1305(c)) (Applicable to fixed-price for supplies other than commercial or modified-commercial items)	52.244-5	Competition in Subcontracting (DEC 1996)
		52.244-6	Subcontracts for Commercial Items (MAR 2007)
52.243-1	Changes -- Fixed Price (AUG 1987) (IAW FAR 43.205(a)(1))	52.246-2	Inspection of Supplies -- Fixed-Price (AUG 1996) (The government also may exercise any of Field's inspection rights

	under this clause.	52.247-34	F.o.b. Destination (NOV 1991).
52.246-3	Inspection of Supplies – Cost Reimbursement (MAR 2001)	52.247-35	F.O.B. Destination, Within Consignee's Premises (APR 1984) (IAW FAR 47.303-7(c))
52.246-4	Inspection of Services – Fixed-Price (AUG 1996) (The Government also may exercise any of Field's inspection rights under this clause.	52.247-48	F.O.B. Destination--Evidence of Shipment (FEB 1999) (IAW FAR 47.305-4(c))
52.246-5	Inspection of Services--Cost-Reimbursement (APR 1984) (The government also may exercise any of Field's inspection rights under this clause.	52.247-52	Clearance and Documentation Requirements--Shipments to DOD Air Or Water Terminal Transshipment Points (FEB 2006) (IAW FAR 47.305-6(f)(2))
52.246-6	Inspection--Time-And-Material and Labor-Hour (MAY 2001), (IAW FAR 46.306)	52.247-55	F.O.B. Point for Delivery of Government-Furnished Property (JUN 2003) WFAF 47.305-12(a)(2))
52.246-6	Inspection--Time-And-Material and Labor-Hour -- Alternate I (APR 1984) (IAW FAR 46.306)	52.247-58	Loading, Blocking, and Bracing Of Freight Car Shipments (APR 1984) (IAW FAR 47.305-15(a)(2))
52.246-11	Higher-Level Contract Quality Requirement (FEB 1999), (IAW FAR 46.311, DFARS 246.202-4(1))	52.247-59	F.O.B. Origin-Carload and Truckload Shipments (APR 1984) (IAW FAR 47.305-16(a))
52.246-15	Certificate Of Conformance (APR 1984) (IAW FAR 46.315, FAR 46.504)	52.247-61	F.O.B. Origin-Minimum Size of Shipments (APR 1984) (IAW FAR 47.305-16(c))
52.246-16	Responsibility for supplies (APR 1994).	52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) Alternate I and II.
52.246-23	Limitation of Liability (FEB 1997)	52.247-65	F.O.B. Origin, Prepaid Freight--Small Package Shipments (JAN 1991) (IAW FAR 47.303-17(f))
52.246-24	Limitation of Liability – High- Value Items (Feb 1997), Alternate I (See Note 4)	52.247-66	Returnable Cylinders (MAY 1994) (IAW FAR 47.305-17)
52.246-25	Limitation of Liability – Services (FEB 1997).	52.247-67	Submission of Transportation Documents For Audit (FEB 2006) (IAW FAR 47.103-2) (Applicable to cost reimbursement orders that authorize reimbursement of transportation as a direct charge)
52.247-1	Commercial Bill Of Lading Notations (FEB 2006) (IAW FAR 47.104-4(a), FAR 47.104-4(b)) (Applicable when fixed-price f.o.b. origin or Cost-reimbursement are specified)	52.247-68	Report Of Shipment (REPSHIP) (FEB 2006) (IAW FAR 47.208-2)
52.247-30	F.O.B. Origin, Contractor's Facility (FEB 2006) (IAW FAR 47.303-2(c))	52.248-1	Value Engineering -- Alternate I (APR 1984), (IAW FAR 48.201(c)(1), FAR 48.201(e)(2))
52.247-31	F.O.B. Origin, Freight Allowed (FEB 2006) (IAW FAR 47.303-3(c))	52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984) (IAW FAR 49.502(a)(1))
52.247-32	F.O.B. Origin, Freight Prepaid (FEB 2006) (IAW FAR 47.303-4(c))	52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004)
52.247-33	F.O.B. Origin, With Differentials (FEB 2006) (IAW FAR 47.303-5(c)) (c) (4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows: _____ (carload, truckload, less-load, _____ wharf, flatcar, drive-away, etc.)	52.249-4	Termination for Convenience of the Government (Services) (Short Form) (APR 1984)
		52.249-5	Termination For Convenience Of The Government (Educational And Other Nonprofit Institutions) (SEP 1996) (IAW FAR 49.502(d))

52.249-6	Termination (Cost-Reimbursement) (MAY 2004) Substitute "90 days" for "120 days" and "90-day" for "120-day" in subparagraph (d). Substitute "180 days" for "1 year" in subparagraph (f). Delete subparagraph (j). Settlements and payments under this clause may be subject to the approval of the Contracting Officer.) Alternate II, IV, and V.	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (IAW FAR 22.1310(a)(1), DFARS 222.1310(a)(1)) (Applicable when the expected value is \$100,000 or more except when work is performed outside the United States by employees recruited outside the United States or the Deputy Assistant Secretary of Labor has waived, in accordance with 22.1305(a) or the head of the agency has waived, in accordance with 22.1305(b) all of the terms of the clause)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984) (Applicable only for fixed-price contracts or delivery orders. Timely performance is a material element of this Contract.)		
52.249-9	Default (Fixed-Price Research and Development) (APR 1984) (IAW FAR 49.504(b))	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.249-14	Excusable Delays (APR 1984) (IAW FAR 49.505(b))	52.248-1	Value Engineering (FEB 2000)
52.250-1	Indemnification under Public Law 85-804 (APR 1984) (IAW FAR 50.104-4) (Applicable when the contractor shall be indemnified against unusually hazardous or nuclear risks)	<b>4. The following FAR clauses apply to this Contract if the value of this Contract exceeds \$100,000:</b>	
		52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
52.250-1	Indemnification under Public Law 85-804 -- Alternate I (APR 1984) (IAW FAR 50.104-4) (Applicable to cost-reimbursement)	52.215-2	Audit and Records-Negotiation (JUN 1999) (Insert "and the Field Purchasing Representative" after "the Contracting Officer or representatives of the Contracting Officer" or after "...representatives of the Contracting Officer who are employees of the government," where indicated throughout the clause.)
52.251-1	Government Supply Sources (APR 1984) (IAW FAR 51.107)		
52.251-2	Interagency Fleet Management System Vehicles and Related Services (JAN 1991) (IAW FAR 51.205)	52.215-14	Integrity of Unit Prices (OCT 1997) - Alternate I (OCT 1997)
		52.223-14	Toxic Chemical Release Reporting (AUG 2003)
52.252-2	Clauses Incorporated by Reference (FEB 1998) (IAW FAR 52.107(b))	52.227-1	Authorization and Consent (DEC 07)
		52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.252-4	Alterations in Contract (APR 1984) (IAW FAR 52.107(d)) Portions of this contract are altered as follows: <u>as specified in applicable contract modifications.</u> (Applicable to all orders issued hereunder)	<b>5. The following FAR clause applies to this Contract if the value of this Contract exceeds \$550,000:</b>	
		52.219-9	Small Business Subcontracting Plan (APR 2008) Alternate II (October 2001)
52.252-6	Authorized Deviations in Clauses (APR 1984) (IAW FAR 52.107(f)) (Applicable to all orders issued hereunder)	52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)
		<b>6. The following FAR clauses apply to this Contract if the value of this Contract exceeds \$650,000:</b>	
52.253-1	Computer Generated Forms (JAN 1991)	52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (Applicable if not otherwise exempt under FAR 15.403.)
<b>2. The following FAR clauses apply to this Contract if the value of this Contract exceeds \$10,000:</b>		52.215-13	Subcontractor Cost or Pricing Data – Modifications (OCT 1997) (Applicable for modifications if not otherwise exempt under FAR 15.403.)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)		
<b>3. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$100,000:</b>		<b>7. The following FAR clauses apply to this Contract as indicated:</b>	
		52.203-15	Whistleblower Protections Under the

	American Recovery and Reinvestment Act of 2009 (Applicable if funded in whole or part with Recovery Act funds)		development (R&D) work.) Alternate I – IV.
52.204-2	Security Requirements (August 1996) (Applicable if the Work requires access to classified information; delete paragraph (c) of the clause.)	52.227-13	Patent Rights-Acquisition by the Government (DEC 2007) (Applicable to work performed outside the US and its possessions, by entities that are other than a small business, nonprofit organization, or domestic firm, performing experimental or R&D work.). Alternate I and II.
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Applicable if this award is \$25K or above)	52.228-3	Workers' Compensation Insurance (Defense Base Act) (APR 1984)
52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997) (Applicable if FAR 52.215-12 applies to this Contract. See Notes 2 and 4. Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)	52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
		52.228-5	Insurance—Work on a Government Installation (JAN 1997) (Applicable if Work is performed on government installation.)
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (OCT 1997) (Applicable if FAR 52.215-13 applies to this Contract, and FAR 52.215-10 is not applicable. See Notes 2 and 4. Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.)	52.230-2	Cost Accounting Standards (APR 1998) (When referenced in the Contract, full CAS coverage applies. In subparagraphs (a)(4)(ii) and (a)(5), see Note 1. Delete paragraph (b) of the clause.)
		52.230-3	Disclosure and Consistency of Cost Accounting Practices (APR 1998) (When referenced in the Contract, modified CAS coverage applies. In subparagraphs (a)(3)(ii) and (a)(4). Delete paragraph (b) of the clause.)
52.215-15	Pension Adjustments and Asset Reversions (October 2004) (Applicable if this Contract meets the applicability requirements of FAR 15.408(g))		
52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997) (Applicable only if the Contract is subject to the cost principles under FAR Subpart 31.2, and the CONTRACTOR did not propose facilities capital cost of money in its offer.)	52.230-6	Administration of Cost Accounting Standards (MAR 2008) (Applicable if FAR 52.230-2 or FAR 52.230-3 applies.)
		52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984) (Applicable if Work is performed on government installation.)
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005) (Applicable if this Contract meets the applicability requirements of FAR 15.408(j))	52.237-3	Continuity Of Services (JAN 1991)
		52.239-1	Privacy or Security Safeguards (AUG 1996)
52.215-19	Notification of Ownership Changes (OCT 1997) (Applicable if this Contract meets the applicability requirements of FAR 15.408(k))	52.243-6	Change Order Accounting (APR 1984) (Applicable only if Prime Contract requires change order accounting. Delete reference to the "Disputes" clause in the last sentence.)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 1997) (See Note 2.) Alternate I – IV.	52.247-63	Preference for U.S.-Flag Air Carriers (JUN 2003) (Applicable if this Contract involves international air transportation.)
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (JUL 2005) (Applicable as prescribed in FAR 22.305.)		
52.227-10	Filing of Patent Applications – Classified Subject Matter (DEC 2007) (Applicable if the Work or any patent application may cover classified subject matter.)		
52.227-11	Patent Rights – Retention by the Contractor (Short Form) (DEC 2007) (Applicable if CONTRACTOR is a small business or nonprofit organization performing experimental or research and		

## F. DFARS Flowdown Clauses

**Since this contract is placed under a U.S. Government Department of Defense (DoD) contract, the following additional DFARS clauses apply.**

### REFERENCE TITLE

#### 1. The following DFARS clauses apply to this Contract:

252.201-7000	Contracting Officer's Representative (DEC 1991) (IAW DFARS 201.602-70)
--------------	--



252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (MAR 1999) (In this clause, the terms "contract," "contractor," and "subcontract" shall not change in meaning; Delete paragraph g;	252.222-7005	Prohibition on Use of Nonimmigrant Aliens--Guam (SEP 1999) (IAW DFARS 222.7302)  (b) The foreign military sales commitments are for:				
252.203-7002	Display Of DOD Hotline Poster (DEC 1991) (IAW DFARS 203.7002) (Applicable over \$5,000,000 except when performed in a foreign country)						
			<table border="1"> <thead> <tr> <th>FMS COUNTRY</th> <th>LINE ITEM NUMBER</th> </tr> </thead> <tbody> <tr> <td colspan="2">TO BE SPECIFIED IN INDIVIDUAL D/TOS</td> </tr> </tbody> </table>	FMS COUNTRY	LINE ITEM NUMBER	TO BE SPECIFIED IN INDIVIDUAL D/TOS	
FMS COUNTRY	LINE ITEM NUMBER						
TO BE SPECIFIED IN INDIVIDUAL D/TOS							
252.204-7002	Payment for SubLine Items Not Separately Priced (DEC 1991) (IAW DFARS 204.7104-1(b)(3)(iv))	252.223-7001	Hazard Warning Labels (DEC 1991), Para (c) (IAW DFARS 223.303)				
252.204-7003	Control of Government Personnel Work Product (APR 1992)	252.223-7004 252.223-7006	Drug Free Work Force (SEP 1998) Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993) (IAW DFARS 223.7103(a))				
252.204-7004	Alternate A, Central Contractor Registration (SEP 2007) (IAW DFARS 204.1104) (Applicable when using the clause at FAR 52.204-7, Central Contractor Registration)	252.225-7002	Qualifying Country Sources as Subcontractors (APR 2003)				
252-204-7005	Oral Attestation of Security Responsibilities (NOV 2001)	252.225-7004	Reporting of Contract Performance Outside the United States (MAY 2007)				
252.205-7000	Provision Of Information To Cooperative Agreement Holders (DEC 1991) (IAW DFARS 205.470) (Applicable over \$1,000,000)	252.225-7005	Identification of Expenditures in The United States (JUN 2005) (IAW DFARS 225.1103(1))				
252.211-7000	Acquisition Streamlining (DEC 1991) (IAW DFARS 211.002-70)	252.225-7007	Prohibition on Acquisition of United States Munitions List Items From Communist Chinese Military Companies (SEP 2006) (IAW DFARS 225.1103(4))				
252.211-7003	Item Identification and Valuation (JUN 2005), para (a), (c) (1) (3), and (f) (IAW DFARS 211.274-5(a), DFARS 212.301(f) (VI))	252.225-7008	Restriction on Acquisition of Specialty Metals (Applicable if Field award exceeds Simplified Acquisition Level and requires delivery of specialty metals as end items)				
252.211-7005	Substitutions for Military or Federal Specifications and Standards (NOV 2005), para (b), (d)	252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (Applicable if this award exceeds Simplified Acquisition level and requires delivery of items @ (2)(i)(ii) of DFAR 225.7003-5)				
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (Nov 2008) (Applies if 52.245-1 applies)	252.225-7012	Preference for Certain Domestic Commodities (Applicable if Field award exceeds Simplified Acquisition Level)				
252.215-7002	Cost Estimating System Requirements (DEC 2006)	252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools (Applicable if Field award exceeds Simplified Acquisition Level and requires delivery of hand tools)				
252.215-7004	Excessive Pass-Through Charges (MAY 2008) (IAW DFARS 215.408(3))	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (IAW DFARS 225.7009-5)				
252.217-7000	Exercise Of Option to Fulfill Foreign Military Sales Commitments (DEC 1991) (IAW DFARS 217.208-70(a))	252.225-7021	Trade Agreements (MAR 2007) (IAW DFARS 225.1101(6)) (Applicable when the acquisition is subject to the Trade Agreements Act)				
252.217-7001	Surge Option (AUG 1992), para (a) (1) (IAW DFARS 217.208-70(b))	252.225-7025	Restriction on Acquisition of Forgings (JUL 2006) (IAW DFARS 225.7102-4)				
252.217-7028	Over And Above Work (DEC 1991) (IAW DFARS 217.7702)						
252.222-7002	Compliance with Local Labor Laws (Overseas) (JUN 1997) paragraph (c) shall apply if and only if the Contracting Officer, through Field, approves reimbursement in writing.)						

252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003), Para (b)(1) (IAW DFARS 225.7307(a))	252.227-7030	Technical Data - Withholding of Payment (MAR 2000)
252.225-7028	Exclusionary Policies and Practices Of Foreign Governments (APR 2003) (IAW DFARS 225.7300, DFARS 225.7307(b))	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999)
252.225-7036	Buy American Act--Free Trade Agreements--Balance Of Payments Program (MAR 2007) (IAW DFARS 225.1101(10) (i))	252.228-7000	Reimbursement for War-hazard Losses (DEC 1991)
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (IAW DFARS 226.104) (Applicable to supplies or services exceeding \$500,000)	252.228-7003	Capture and Detention (DEC 1991)
252.227-7000	Non-Estoppel (OCT 1966) (IAW DFARS 227.7009-1(e))	252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (DEC1991)
252.227-7004	License Grant (AUG 1984) (IAW DFARS 227.7009-3(a))	252.231-7000	Supplemental Cost Principles (DEC 1991)
252.227-7005	License Term -- ALTERNATE I (AUG 1984) (IAW DFARS 227.7009-3(b))	252.232-7002	Progress Payments for Foreign Military Sales Acquisitions (DEC 1991) (IAW DFARS 232.502-4-70(a))
252.227-7005	License Term -- Alternate II (OCT 2001) (IAW DFARS 227.7009-3(b))	252.232-7003	Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (IAW DFARS 232.7004)
252.227-7009	Reporting and Payment Of Royalties (AUG 1984) (IAW DFARS 227.7009-4(d)(1)) (a) ___ *** ___ during which royalties have accrued under this license.... (b) Royalties which have accrued under this contract during the yearly* period ending ___ *** ___ shall be paid to the Contractor..., an amount greater than ___ <u>TO BE SPECIFIED IN INDIVIDUAL D/TOS</u> dollars.	252.232-7004	DOD Progress Payment Rates (OCT 2001) (IAW DFARS 232.502-4-70(b))
252.227-7013	Rights in Technical Data – Noncommercial Items (NOV 1995), Para (e)(3) and (f)(2), (3), (4) (IAW DFARS 227-7102-3(b), DFARS 227.7103-6(a), DFARS 212.7003(b)(1))	252.232-7007	Limitation of Government's Obligation (MAY 2006) (IAW DFARS 232.705-70) (a) Contract line item(s) ***** are incrementally funded. For these item(s), the sum of \$ _____of the total price is presently available for payment and allotted to this contract. (j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule: To be specified in individual D/TOS
252.227-7014	Rights in Non-Commercial Computer Software and Non-Commercial Computer Software Documentation (JUN 1995)	252.232-7008	Assignment of Claims (Overseas) (JUN 1997)
252.227-7016	Rights in Bid or Proposal Information (JUN 1995)	252.232-7010	Levies on Contract Payments (DEC 2006)
252.227-7019	Validation of Asserted Restrictions— Computer Software (JUN 1995)	252.233-7001	Choice of Law (Overseas) (JUN 1997) (IAW DFARS 233.215-70)
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 1995) (For subparagraph (c)(1), See Note 3.)	252.242-7003	Application for U.S. Government Shipping Documentation/Instructions (DEC 1991) (IAW DFARS 242.1404-2-70)
252.227-7026	Deferred delivery of Technical Data Or Computer Software (APR 1988)	252.243-7001	Pricing of Contract Modifications (DEC 1991)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (APR1988)	252.243-7002	Certification of Requests for Equitable Adjustment (MAR 1998)
		252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contract) (JAN 2007)
		252.246-7000	Material Inspection and Receiving Report (MAR 2008) (IAW DFARS 246.370)

252.246-7001 Warranty of Data (DEC 1991)  
(IAW DFARS 246.710(1))

252.246-7001 Warranty of Data -- Alternate I  
(DEC 1991)  
(IAW DFARS 246.710(2))

252.246-7001 Warranty of Data -- Alternate II  
(DEC 1991)  
(IAW DFARS 246.710(3))

252.246-7003 Notification of Potential Safety Issues  
(JAN 2007)  
IAW DFARS 246.371(a), DFARS  
212.301(f)(xii)

252.247-7024 Notification of Transportation of Supplies  
by Sea (MAR 2000)  
(IAW DFARS 247.574(c))

252.249-7000 Special Termination Costs (DEC 1991)  
(IAW DFARS 249.501-70)

(c) The Contractor agrees to perform this  
contract in such a manner that the  
Contractor's claim for special termination  
costs will not exceed \$To be specified in  
individual D/TOS .

252.249-7002 Notification of Anticipated Contract  
Termination Or Reduction (DEC 2006)  
(IAW DFARS 249.7003(c))  
(Applicable to all major defense  
programs)

252.251-7001 Use Of Interagency Fleet Management  
System (IFMS) Vehicles and Related  
Services (DEC 1991) (IAW DFARS  
251.205)

**2. The following DFARS clauses apply to this Contract if the value of this Contract exceeds \$30,000:**

252.209-7004 Subcontracting with Firms That Are  
Owned or Controlled by the Government  
of a Terrorist country (DEC 2006)

**3. The following DFARS clauses apply to this Contract if the value of this Contract equals or exceeds \$100,000:**

252.247-7023 Transportation of Supplies by Sea  
(MAY2002) In paragraph (g) delete the  
reference to the "Prompt Payment Act."

**4. The following DFARS clause applies to this Contract if the value of this Contract exceeds \$500,000:**

252.226-7001 Utilization of Indian Organizations and  
Indian-Owned Economic Enterprises,  
and Native Hawaiian Small Business  
concerns (SEP 2004)

**5. The following DFARS clause applies to the Contract if the value of this Contract exceeds \$550,000:**

252.219-7003 Small, Small Disadvantaged, and  
Women-Owned Small Business  
Subcontracting Plan (DoD Contracts)  
(APR 2007)

252.225-7006 Quarterly Reporting of Actual Contract  
Performance Outside the United States  
(MAY 2007) . For first tier subcontracts  
only. All reports are to be submitted to  
Field

**6. The following DFARS clause applies to this Contract if the value of this Contract exceeds \$1,000,000:**

252.205-7000 Provision of Information to Cooperative  
Agreement Holders (DEC 1991) (IAW  
DFARS 205.470)

**7. The following DFARS clauses apply to this Contract only if the stipulation in the relevant parenthetical applies:**

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

252.223-7006 Prohibition on Storage and Disposal of  
Toxic and Hazardous Materials (APR  
1993)

252.223-7007 Safeguarding Sensitive Conventional  
Arms, Ammunition, and Explosives (SEP  
1999)

252.225-7001 Buy American Act and Balance of  
Payments Program (JUN 2005)  
(Substitute the DFARS clause for FAR  
clause 52.225-3 in all Contracts for  
supplies; applicable if the Work contains  
other than domestic components as  
defined by this clause)

252.225-7013 Duty-Free Entry (OCT 2006)

252.246-2007 Contractor Counterfeit Electronic Part  
Detection and Avoidance System.  
(Applicable if Contract is subject to Cost  
Accounting Standards (CAS)).

**G. AFMC FAR Flowdowns:**

5352.201-9101 OMBUDSMAN (AUG 2005), para (c)  
(IAW AFFARS 5301.9103)

5352.204-9000 Notification of Government Security  
Activity and Visitor Group Security  
Agreements (APR 2003)  
(IAW AFFARS 5304.404-90)

5352.209-9002 Organizational Conflict Of Interest  
(AFMC) (AUG 2002)  
(IAW AFMCFARS 5309.507-2(a))

5352.209-9002 Organizational Conflict Of Interest --  
Alternate I (AFMC), para (a)(2)(i),(ii)  
(AUG 2002)  
(IAW AFMCFARS 5309.507-2(a)(2))

5352.209-9002 Organizational Conflict Of Interest --  
Alternate II (AFMC) (AUG 2002)  
(IAW AFMCFARS 5309.507-2(a)(3))  
(a)(2) This restriction shall be effective for  
TO BE SPECIFIED IN INDIVIDUAL  
D/TOS.

5352.209-9002 Organizational Conflict Of Interest --  
Alternate III (AFMC) (AUG 2002)  
(IAW AFMCFARS 5309.507-2(a)(4))

5352.209-9002 Organizational Conflict Of Interest --  
Alternate IV (AFMC) (AUG 2002)  
(IAW AFMCFARS 5309.507-2(a)(5))

5352.209-9002 Organizational Conflict Of Interest --  
Alternate V (AFMC) (AUG 2002)  
(IAW AFMCFARS 5309.507-2(a)(6))

5352.209-9002	Organizational Conflict Of Interest -- Alternate VI (AFMC) (AUG 2002) (IAW AFMCFARS 5309.507-2(a)(7))	5352.237-9002	Contract Holidays (AFMC) (NOV 2007), para (a) (IAW AFMCFARS 5337.110-90(f))
5352.215-9005	Incorporation of Contractor's Technical Proposal (AFMC) (AUG 1998) (IAW AFMCFARS 5315.209-90(b))		(b) The following days are contract holidays: <u>New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.</u>
5352.216-9000	Awarding Orders under Multiple Award Contracts (MAR 2007), para (b), (d)		
5352.217-9000	Long Lead Limitation of Government Liability (MAY 1996) (IAW AFFARS 5317.7406) (a) In performing this contract, the contractor is not authorized to make expenditures or incur obligations exceeding \$ To Be Specified In Individual D/TOS.	5352.242-9000	Contractor Access to Air Force Installations (AUG 2007), para (b), (d) (IAW AFFARS 5342.490-1)
		5352.242-9001	Common Access Cards (CACs) For Contractor Personnel (AUG 2004) (IAW AFFARS 5342.490-2)
5352.217-9008	Assignment of National Stock Numbers (Applicable To CLIN/Sub CLIN(S) (See Schedule) (AFMC) (AUG 1998) (IAW AFMCFARS 5317.7591(B))	5352.245-9001	Government-Furnished Property/Contractor Requisitioning (AFMC) (JUL 1997) (IAW AFMCFARS 5345.106(90))
	Contractor shall notify <u>to be specified in individual D/TOS, *****</u> , (000) 000 -0000 and request the NSN's.	5352.245-9002	Maintenance of Government-Furnished Property (AFMC) (JUL 1997) (IAW AFMCFARS 5345.106(91))
5352.217-9009	Provisioning Procedures (AFMC) (AUG 2002) (IAW AFMCFARS 5317.7602-1(90))	5352.245-9004	Base Support (AFMC) (JUL 1997), para (e) and (f) (IAW AFMCFARS 5345.106-90(a))
5352.223-9000	Elimination of Us of Class I Ozone Depleting Substances (ODSs) (APR 2003), para (c) (IAW AFFARS 5323.804(c))	5352.245-9009	Government-Furnished Tooling (AFMC) (JUL 1997), para (d), (e), and (f) (IAW AFMCFARS 5345.306-5(90))
5352.223-9001	Health and Safety on Government Installations (JUN 1997) (IAW AFFARS 5323.9001)	5352.245-9010	Special Test Equipment (AFMC) (JUL 1997) (IAW AFMCFARS 5345.307-3)
5352.227-9000	Export-Controlled Data Restrictions (AFMC) (JUL 1997) (IAW AFMCFARS 5327.9003(a))	5352.247-9003	F.O.B. Point for U.S. Shipments Originating Outside the Continental U.S. (AFMC) (JUL 1997) (a), (b), and (c) (IAW AFMCFARS 5347.305-6(a) (90))
5352.227-9000	Export-Controlled Data Restrictions -- Alternate I (AFMC) (JUL 1997) (IAW AFMCFARS 5327.9003(a))	5352.247-9004	F.O.B. Point for FMS Shipments Originating Outside the U.S. (AFMC) (JUL 1997) (a), (b), and (c) (IAW AFMCFARS 5347.305-6(a) (91))
5352.235-9001	Key Positions And Minimum Qualifications (AFMC) (JUL 1997) (IAW AFMCFARS 5335.007-90) (a) Contractor personnel holding the position titles and having the qualifications listed below are considered essential to the work being performed under this contract:	5352.247-9005	Shipping Container Marking (AFMC) (MAR 2003) (IAW AFMCFARS 5347.305-10(A)(91), AFMCFARS 5347.305-10(A)(93), AFMCFARS 5347.305-10(A)(94), AFMCFARS 5347.305-10(A)(95))
5352.237-9001	Requirements Affecting Contractor Personnel Performing Mission Essential Services (NOV 2004) (IAW AFFARS 5337.9001) (b) Within <u>TO BE SPECIFIED IN INDIVIDUAL D/TOS</u> days after contract award or incorporation of this clause into a contract by modification, the Contractor shall provide a written list of all "Mission Essential Contractor Personnel" to the Contracting Officer or designee. The list shall identify names and country(ies) where each employee will perform work under this contract.	5352.247-9006	Marking Of Warranted Items (AFMC) (Jul 1997) (IAW AFMCFARS 5347.305-10(A) (92))
		5352.247-9007	Specification Commercial Packaging (AFMC) (JAN 2000) (IAW AFMCFARS 5347.305-10(a) (93))
		5352.247-9009	Military Packaging and Marking (AFMC) (AUG 2002) (IAW AFMCFARS 5347.305-10(a) (95))
		5352.247-9010	ENGINEERED OR SPECIALIZED CONTAINERS (AFMC) (AUG 2002) (IAW AFMCFARS 5347.305-10(a) (96))

- 5352.247-9011 Packaging and Marking of Hazardous Material (AFMC), (SEP 1998) (IAW AFMCFARS 5347.305-10(a) (97))
- 5352.247-9013 Packaging Data (AFMC) (AUG 2002) (IAW AFMCFARS 5347.305-10(a) (98))
- 5352.247-9015 Temporary Storage of FMS Munitions Items (AFMC) (JUL 1997) (IAW AFMCFARS 5347.305-10(b) (92))
- 5352.247-9018 Direct/On-Demand Shipment of Serviceable Items (AFMC) (APR 2001) (IAW AFMCFARS 5347.303-5(90))
- 5352.247-9019 Fast Transportation (AFMC) (APR 2001) (IAW AFMCFARS 5347.305-13(90))
- 5352.291-9000 Additional Over And Above Work Procedures (AFMC) (JUL 1997) (IAW AFMCFARS 5391.102(a))
- 5352.291-9001 Excess Inventory - Disposition of Government Property (AFMC) (JUL 1997) (IAW AFMCFARS 5391.102(b))
- 5352.291-9003 Maintenance Of Government-Owned Equipment In Possession Of Overseas Contractors (AFMC) (JUL 1997) (IAW AFMCFARS 5391.102(c))
- 5352.291-9004 Drop-In Maintenance (AFMC) (JUL 1997) (IAW AFMCFARS 5391.102(d))
- 5352.291-9005 End Items Beyond Economical Repair (AFMC) (JUL 1997) (IAW AFMCFARS 5391.102(e))
- 5352.291-9006 Delay Of Aircraft Input (AFMC) (JUL 1997) (IAW AFMCFARS 5391.102(f))
- 5352.291-9011 Induction at Risk (AFMC) (APR 2001) (IAW AFMCFARS 5391.102(g))

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Offeror, insert plant or other source location(s))  
 and when applicable, final inspection and acceptance will be at:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Offeror, insert packaging location or address of other facility when final inspection and acceptance will occur at sites other than above)

**I. Certifications and Representations**

1. The clauses listed below contain certifications and representations that are material representations of fact upon which Field will rely in making awards to CONTRACTOR. By submitting its written offer, providing oral offers or quotations at the request of Field, or accepting any Contract, CONTRACTOR certifies to the representations and certifications as set forth in each of the clauses listed below. These certifications shall apply whenever these terms and conditions are incorporated by reference in any Contract, agreement, other contractual document or any quotation, request for quotation (oral or written), or request for proposal or solicitation (oral or written), issued by Field. CONTRACTOR shall immediately notify Field of any change of status with regard to these certifications and representations.
2. The following clauses of the FAR and DFARS are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable to any order, agreement, or subcontract. In each clause incorporated below, substitute "Field" for "Government" and "Contracting Agency" and "Field Procurement Representative" for "Contracting Officer" throughout.

**FAR Flowdowns:**

**The following FAR clauses apply to this Contract if the value of this Contract exceeds \$5,000,000 and the period of performance is more than 120 days:**

**(1) 52.203-13 Contractor Code of Business Ethics and Conduct**

**(2) 52.203-14 Display of Hotline Posters (applies regardless of performance period)**

**By signing a contract or performing against a contract in which FAR 52.203-13 is applicable:**

**The contractor hereby certifies that they will comply with all elements of FAR 52.203-13 including timely disclosure, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, and the cognizant Field Procurement Representative whenever, in connection with the award, performance, or closeout of this contract or any subcontract there under, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—**

**(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or**

**(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).**

**H. JALC Flowdown Clauses**

- 9952.216-9001 Payment Of Fee (JALC) (MAR 2003) (IAW JALC 9916.307(b))  
  
See schedule set forth in individual D/TOS
- 9952.219-9000 Incorporation Of Subcontracting Plan (JALC) (MAR 2003) (IAW JALC 9919.705-5(a))
- 9952.228-9001 Insurance Clause Implementation (JALC) (MAR 2003) (IAW JALC 9928.310(a)) (Applicable when FAR 52.228-5, Insurance--Work on a Government Installation, and/or when FAR 52.228-7, Insurance--liability to Third Persons, applies)
- 9952.246-9001 Inspection And Acceptance (JALC) (MAR 2003) (IAW JALC 9946.401(90)) (a) In accordance with FAR 46.401(b) and 46.503, Place of acceptance, Government Contract Quality Assurance Inspection will be at:

The contractor also certifies that, within 30 days of signing a contract or performing against a contract in which FAR 52.203-13 is applicable, they will establish a written code of business ethics and conduct and will make a copy of the code available to each employee engaged in performance of the contract.

52.204-9	Personal Identity Verification of Contractor Personnel (SEP 2007)
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)
52.225-1	Buy American Act--Balance Of Payments Program--Supplies (JUN 2003)

**DFARS Flowdowns:**

252.223-7002	Safety Precautions For Ammunition And Explosives (MAY 1994)
252.223-7003	Change In Place Of Performance - Ammunition and Explosives (DEC 1991)
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (MAR 2006)
252.251-7000	Ordering From Government Supply Sources (NOV 2004)
252.225-7040	Contractor Personnel Authorized To Accompany U.S. Armed Forces Deployed Outside The United States (MAR 2008)

**3. Conflict of Interest**

To the best of the Offeror/SELLER's knowledge and belief, there is no actual or potential conflict of interest with respect to the performance of work under this contract or agreement; or, the Offeror/SELLER has notified Field in writing of such a conflict of interest and received written authorization from Field to continue in pursuit of a contract or agreement. If in the performance of a contract or agreement with Field the Offeror/SELLER becomes aware of an actual or potential conflict of interest, the Offeror/SELLER will immediately notify the Procurement Representative responsible for the contract or agreement in question.

**4. Anti-Corruption Compliance**

SELLER agrees that neither it nor any related person shall, in the name of, on behalf of, or for the benefit of Field or any of its officers, directors or employees, offer, pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or authorize the giving of anything of value to anyone while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly to such person for the purposes of: (i) influencing any act or decision; (ii) inducing such person to use his or its influence with a third party thereof to affect or influence any act or decision of such third party, in order to assist the obtaining or retaining of business for or with, or directing business to Field or (iii) securing any improper advantage.

The FAR and DFARS clauses listed below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable to any order, agreement, or subcontract. In each clause incorporated below, substitute "Field" for "Government" and "Contracting Agency" and "Field Procurement Representative" for "Contracting Officer" throughout.

**1. ORGANIZATIONAL CONFLICT OF INTEREST**

- (a) For purposes of this clause, an organizational conflict of interest (OCI) means that a relationship exists whereby SELLER has past, present, or potential subcontracts or financial interests that either directly or indirectly relate to the work to be performed under the Contract, and which (1) may diminish its capacity to give impartial, technically sound, objective assistance and advice, or (2) may result in it being given an unfair competitive advantage. It does not include the normal flow of benefits from incumbency.
- (b) The SELLER warrants that, to the best of the SELLER's knowledge and belief, there are no relevant facts or circumstances concerning any past, present, or potential contracts or financial interests relating to the work to be performed, which could give rise to an OCI as defined above, or that any actual or potential OCI with respect to the work to be performed under Contract has been communicated in writing to the point of contact for contractual matters identified in this Contract.
- (c) The SELLER agrees that if any actual or potential OCI arises after award, with regard to any task order or modification thereto, the SELLER will make a full disclosure in writing to the point of contact for contractual matters. This disclosure shall include a description of actions the SELLER has taken or proposes to take, after consultation with the point of contact for contractual matters, to avoid, mitigate, or neutralize the actual or potential conflict.
- (d) In any event, if an OCI cannot be avoided or mitigated, the government agency via the point of contact for contractual matters reserves the right to either preclude the SELLER from participation or require the SELLER to subcontract the work to another technically qualified subcontractor, subject to the approval of the government and the point of contact for contractual matters, and at the same or less than the price, negotiated rates, or level of effort contained in the task order. In the event a difference exists between the task order's price, negotiated rates, or level of effort and the price, rates, or level of effort required by the replacement SELLER selected, that fact shall not form the basis for an equitable price adjustment.
- (e) The term SELLER herein used means the one entering into this Contract with Field, the SELLER's parent organization, if any, subsidiary, associate, affiliate or holding corporation, or any enterprise or organization with whom it may join, hereafter in any manner whatsoever, if that organization or any of its parts seeks to bid or perform work for the U.S. Government.
- (f) This clause shall be included in any subcontracts awarded under this Contract. The use of this clause in such subcontracts shall be read by substituting the word "subcontractor" for the word "SELLER" whenever the latter appears, and "SELLER" for "Field" or "point of contact for contractual matters."
- (g) The SELLER agrees to thoroughly educate its employees through formal training and company policy information directives and procedures, to ensure an awareness of the legal provisions of subpart 9.5 of the FAR, and of its underlying policy and philosophy.
- (h) The SELLER agrees to enter into a written agreement with all

**SECTION III: ADDITIONAL F<sup>2</sup>AST PROVISIONS**

companies whose proprietary data to which SELLER shall have access, that it will protect such data from unauthorized use or disclosure as long as these data remain proprietary. The SELLER agrees to protect and safeguard the proprietary data of business, commercial, or nonprofit organizations wherein said proprietary data have been available to the SELLER either directly or indirectly in the performance of this Contract, with the same caution that a reasonable, prudent SELLER would use to safeguard highly valuable property. The SELLER further agrees not to use such data to obtain an unfair competitive advantage for itself or any other SELLER.

- (i) When the application of this clause is determined by the government to be prejudicial to its best interests, it will seek a waiver of its provisions.
- (j) This clause and the application of FAR 9.505 are subject to negotiation.

## 2. COMMERCIAL COMPUTER SOFTWARE LICENSES:

Unless otherwise approved by Field, commercial computer software licenses shall designate the U.S. Government (represented by Field) as a contingent licensee, able to replace the SELLER as the primary licensee upon notifying the licensor. A copy of the negotiated license shall be furnished to Field. Per DFARS 252.227-7202, the terms of the licenses cannot be inconsistent with Federal procurement law and must satisfy user needs. This includes the SELLER's / subcontractor's needs for the software to perform this contract and Field and the Government's needs for the software to accomplish Field and the Government's ultimate objectives. At a minimum, this shall include the rights to make an archive copy of the software, to relocate the computer on which the software resides, to re-host the software on a different computer, to permit access by support contractors, and to permit Field or the Government to transfer the license to another contractor.

## 3. UNIQUE ITEM IDENTIFICATION AND VALUATION:

As of 1 January 2004, all DoD contracts are required to include a clause mandating the bar-coding of all material delivered under DoD contracts. The purpose of UID is so that the Government will have the ability to know the quantity, location, condition, and value of assets it owns; safeguard its assets from physical deterioration, theft, loss, or mismanagement; prevent unnecessary storage and maintenance costs or unnecessary purchase of items already on hand; and determine the full costs of Government programs that use these assets. The clause 252.211-7003, is included in full text in the F2AST IDIQ document. Information on the Department of Defense unique item identification can be found on the DoD web site at <http://www.acq.osd.mil/uid>.

## 4. SELLER-WORKFORCE RESPONSIBILITY

In performing task orders under this contract, the SELLER shall use only fully trained, experienced, and technically proficient personnel. Training of SELLER personnel will be performed by the SELLER at its expense except when Field has given prior approval for training to meet the requirements that are specifically peculiar to a particular task.

## 5. GOVERNMENT- SELLER RELATIONSHIPS

- (a) SELLER personnel under this contract shall not:
  - (1) be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, military or civilian;
  - (2) be placed in a staff or policy making position;
  - (3) be placed in a position of command, supervision,

administration or control over DA military or civilian personnel, or personnel of other contractors, or become a part of the Government organization;

(4) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DA or other applicable Federal Agencies;

(5) be used in administration or supervision of military procurement activities.

(b) Employee relationship. The services to be performed under this contract do not require the SELLER or its employees to exercise personal judgment and discretion on behalf of Field or the Government, but rather the SELLER's employees will act and exercise personal judgment and discretion on behalf of the SELLER.

(c) All SELLER personnel attending meetings, answering Government telephones, and working in other situations where their SELLER status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. They must also ensure that all documents or reports produced by SELLERs are suitably marked as SELLER products or that SELLER participation is appropriately disclosed.

## 6. OTHER DIRECT COSTS-TRAVEL

Cost for travel, subsistence, and lodging shall be paid to the SELLER only to the extent that it is necessary for performance of task orders under this contract. Only per diem that does not exceed the maximum rates set forth in the following shall be considered to be reasonable:

- (a) Federal Travel Regulations (in effect at the time of travel) prescribed by the General Services Administration for travel in the contiguous 48 United States;
- (b) Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States;
- (c) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in (a) and (b) above.

The application of the rates described above would not constitute a reasonable charge (1) when no lodging costs are incurred; (2) more than one person/employee uses the same room for lodging; and/or (3) on partial travel days (e.g., day of departure and return). Appropriate downward adjustments from the maximum per diem rates shall be required under these circumstances. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis.

To the extent available, suitable Government quarters, messing, and surface transportation facilities may be use. General and administrative expense is allowable if travel is normally part of the SELLER's G&A base.

Field will not reimburse the SELLER for local travel. Local travel is defined as travel within the area of a 50-mile radius of the primary place of performance.

Only actual transportation fare via the most direct routes (non-first class) between place of origin and destination is reasonable. Cost for delays enroute (excluding Government-caused delays,

unavoidable airline schedule delays, and major acts of nature causing an unavoidable delay) are not reasonable. Per diem is reasonable only when paid at Joint Travel Regulation (JTR) rates. To the extent available, suitable Government quarters, messing, and surface transportation facilities may be used.

Per diem shall be limited to payments to employees for authorized per diem, as described above, and is not to exceed the authorized per diem. The SELLER shall retain supporting documentation for per diem paid to employees as evidence of actual payments.

It is not reasonable to pay for travel for SELLER's personnel performing services at the SELLER's home facility or their official duty station or at any location within a 50-mile driving radius of the SELLER's home facility or their home duty station.

The SELLER agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission. When it is necessary to use air or rail travel, the SELLER agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist class.

## 7. PUBLIC RELEASE OF INFORMATION

(a) In accordance with DFARS 252.204-7000, Disclosure of Information, the SELLER shall not release to anyone outside the SELLER's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the SELLER has written approval or the information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The SELLER shall submit its request to Field at least 45 days before the proposed date for release. All material to be cleared shall be sent by certified mail/return receipt requested to the Field procurement contact.

(c) The SELLER agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the SELLER.

## 8. DISTRIBUTION CONTROL OF TECHNICAL INFORMATION

(a) The following terms applicable to this clause are defined as follows:

- (1) **Technical Document.** Any recorded information that conveys scientific and technical information or technical data.
- (2) **Scientific and Technical Information.** Communicable knowledge or information resulting from or pertaining to conducting and managing a scientific or engineering research effort.
- (3) **Technical Data.** Recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information and computer software documentation.

(b) Except as may otherwise be set forth in the Contract Data Requirements List (CDRL), DD Form 1423, (i) the distribution of any technical document prepared under this contract, in any stage of development or completion, is prohibited without the approval of Field and (ii) all technical documents prepared under this contract shall initially be marked with the following distribution statement, warning, and destruction notice:

- (1) **DISTRIBUTION STATEMENT F** - Further dissemination only as directed by Field.
- (2) **WARNING** - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.
- (3) **DESTRUCTION NOTICE** - For classified documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

(c) As a part of the review of preliminary or working draft technical documents, Field will determine if a distribution statement less restrictive than the statement specified above would provide adequate protection. If so, Field's approval/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

## 9. ENVIRONMENTAL

The Seller agrees to the following:

(a) All activities performed under this contract shall be conducted in accordance with Federal, State, and local environmental laws and regulations.

(b) Any facility to be used in the performance of this contract shall be in compliance with all Federal, State, and local environmental laws and regulations for its intended use.

## 10. DFAR 252.228-7001—AIRCRAFT GROUND AND FLIGHT RISK (SEP 1996)

(a) "Aircraft" means—

- (1) Aircraft to be delivered to the government, either directly or via Field, under the subcontract or subcontract task order (either before or after government acceptance), including complete aircraft and aircraft in the process of being manufactured, disassembled, or reassembled; provided that an engine, portion of a wing, or a wing is attached to a fuselage of the aircraft; and
- (2) Aircraft, whether in a state of disassembly or reassembly, furnished by the government to the SELLER, either directly or via Field, under the subcontract or task order, including all property installed, in the process of installation, or temporarily removed; provided that the aircraft and property are not covered by a separate bailment agreement.

(b) The SELLER shall be responsible for all liability for damage, loss, or destruction of government-owned aircraft while in the SELLER's possession or control. The SELLER shall return the aircraft in a condition as good as when received, except for reasonable wear and tear or for the use of the property in



accordance with the provisions of this contract. In the event that damage, loss, or destruction occurs, Field shall enforce liability against the SELLER for the benefit of the government.

- (c) The SELLER agrees to be bound by the operating procedures contained in the combined regulation entitled *Contractor's Flight and Ground Operations* in effect on the date of Contract award.

**11. DFAR 252.228-7002—AIRCRAFT FLIGHT RISK (SEP 1996)**

- (a) The SELLER shall not under any circumstances provide any flight crew members under the Contract unless the SELLER has requested and received advance approval in writing, via Field, from the Government Flight Representative, who has been authorized in accordance with the combined regulation entitled *Contractor's Flight and Ground Operations* (Air Force Regulation 55-22, Army Regulation 95-20, NAVAIR Instruction 3710.1C, and Defense Logistics Agency Manual 8210.1). In emergency situations, the SELLER may request such advance approval directly from the government but shall notify Field of such request within 24 hours of submitting the request.
- (b) "Flight crew members" means the pilot, copilot, flight engineer, navigator, bombardier-navigator, and defense systems operator as required, when assigned to their respective crew positions to conduct any flight on behalf of the SELLER.