INCORPORATION OF FAR and DFARS CLAUSES

The following terms and conditions apply for purchase orders, subcontracts, or other applicable agreements issued in support of a US Government contract:

The Federal Acquisition Regulation (FAR) 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, to this Contract. Seller agrees to flow down all applicable FAR and DFARS clauses to its lowest tier suppliers/subcontractors.

DEFINITIONS

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. “Contract” means this Purchase Order (PO).
3. Substitute “Buyer” for "Government" or "United States".
4. “Contracting Officer” shall mean the Buyer or Contract Specialist/Administrator.
5. “Contractor” or “Offeror” means the Seller, acting as (first tier) subcontractor to Buyer.
6. “Prime Contract” means the contract between Buyer and the US Government or between Buyer and its higher-tier contractor who has a contract with the US Government.
7. “Subcontract” means any contract placed by the Buyer or lower-tier subcontractors under a US Government Prime Contract.

DEBARMENT OR SUSPENSION

Seller, by signing any Purchase Order into which these terms and conditions are incorporated, certifies that, as of the date of award, seller, or its principals, is not currently debarred, suspended, or proposed for debarment by the Federal Government.

AMENDMENTS REQUIRED BY THE PRIME CONTRACT

Seller agrees that upon the request of Buyer it will negotiate in good faith with Buyer relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as Buyer 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 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.

EQUAL OPPORTUNITY

If the Purchase Order exceeds $10,000, 41 CFR 60-741.5(a) is hereby incorporated. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

If the Purchase Order value is $100,000 or more, 41 CFR 60-300.5(a) is hereby incorporated. 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.

PRESCRIPTION OF THE US GOVERNMENT'S RIGHTS

If Buyer furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) to which the US Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that Buyer, acting on its own behalf, may modify or limit any rights the Government may have to authorize the Contractor’s use of such Furnished Items in support of other US Government prime contracts.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In situations in which Buyer is a prime contractor to the U.S. Government, Buyer may be required to comply with the Federal Funding Accountability and Transparency Act (FFATA) as required in FAR 52.204-10 – Reporting Executive Compensation and First-Tier Subcontract Awards. In such situations, Seller shall provide the executive compensation information requested and required by the Buyer to comply with FAR 52.204-10.

FLOWDOWN

Seller shall include in each lower-tier subcontract the appropriate flow down clauses as required by FAR and DFARS.

FAR

52.202-1 Definitions
52.203-5 Covenant Against Contingent Fees
52.203-8 Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity
52.203-10 Price or Fee Adjustment for Illegal or Improper Activity
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-2 Security Requirements
52.204-9 Personal Identity Verification of Contractor Personnel
52.204-21 Basic Safeguarding of Covered Contractor Information Systems
52.211-15 Defense Priority Allocation Requirement (If rating is indicated)
52.219-8 Utilization of Small Business Concerns
52.222-21 Prohibition of Segregated Facilities
52.222-26 Equal Opportunity
52.222-36 Equal Opportunity for Workers With Disabilities
52.222-50 Combating Trafficking in Persons
52.222-54 Employment Eligibility Verification (except COTS items)
52.222-55 Minimum Wages Under Executive Order 13658 (if Service Contract Act applies)
52.222-62 Paid Sick Leave Under Executive Order 13706
52.223-6 Drug Free Workplace
52.223-7 Notice of Radioactive Materials
52.223-18 Contractor Policy to Ban Text Messaging While Driving
52.224-2 Privacy Act
52.224-3 Privacy Training
52.225-1 Buy American Act-Supplies
52.225-8 Duty Free Entry
52.225-13 Restrictions on Certain Foreign Purchases
52.227-3 Patent Indemnity
52.227-9 Refund of Royalties
52.227-10 Filing of Patent Applications-Classified Subject Matter
52.227-11 Patent Rights--Ownership by the Contractor
52.227-13 Patent Rights -- Ownership by the Government
52.227-14 Rights in Data-General
52.227-17 Rights in Data – Special Works
52.227-18 Rights in Data – Existing works
52.227-19 Commercial Computer Software License
52.228-5 Insurance – Work on a Government Installation
52.229-3 Federal, State, and Local Taxes
52.232-11 Extras
52.232-40 Providing Accelerated Payments to Small Business Subcontractors
52.242-13 Bankruptcy
52.242-15 Stop Work Order
52.243-1 Changes-Fixed Price
   (In paragraph [c], “30” is changed to “15).
52.244-6 Subcontracts for Commercial Items
52.245-1 Government Property
   (Applicable if Government property is furnished in the performance of this Contract.
52.245-9 Use and Charges
52.246-1 Contractor Inspection Requirements
52.246-2 Inspection of Supplies - Fixed Price
52.246-4 Inspection of Services – Fixed Price
52.246-7 Inspection of Research and Development – Fixed Price
52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels
52.248-1 Value Engineering
52.249-2 Termination for Convenience of the Government (Fixed Price)
   (paragraph [c] is deleted; in para. [e] “1 year” is changed to “6 months”; in para. [1] “90 days” is changed to “45 days”
52.249-4 Termination for the Convenience of the Government (Service) (Short Form)

POs Greater Than $10,000
POs Greater than $30,000
52.204-10 Reporting Executive compensation and First-Tier Subcontract Awards

POs Greater than $35,000
52.209-6 Protecting The Government’s Interest When Subcontracting With Contractor Debarred, Suspended Or Proposed For Debarment (if applicable, it will be listed within the Order)

POs Greater than $150,000
52.203-3 Gratuities
52.203-6 Restrictions on Subcontractor Sales to the Government
52.203-7 Anti-Kickback Procedures
52.203-12 Limitation on Payments to Influence Certain Federal Transactions
52.203-16 Preventing Personal Conflicts of Interest
52.215-2 Audit and Records-Negotiation
52.215-14 Integrity of Unit Prices
52.222-4 Contract Work Hours and Safety Standards Act-Overtime Compensation
52.222-35 Equal Opportunity for Veterans
52.222-37 Employment Reports on Veterans
52.222-17 Nondisplacement of Qualified Workers
52.227-1 Authorization and Consent
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
52.247-63 Preference for U.S. Flag Air Carriers
(if international air transportation is involved)

POs Greater than $500,000
52.222-60 Paycheck Transparency (Executive Order 13673)

POs Greater than $700,000
52.219-9 Small Business Subcontracting Plan (DEVIAION 2016-00009) (If Seller is not a Small Business Concern)
52.219-16 Liquidated Damages – Subcontracting Plan (If Seller is not a Small Business Concern)

POs Greater than $750,000 (unless exempt by law from any of the following)
52.215-10 Price Reduction for Defective Certified Cost or Pricing Data
52.215-11 Price Reduction for Defective Certified Cost or Pricing Data-Modifications
52.215-12 Subcontractor Certified Cost or Pricing Data
52.215-13 Subcontractor Certified Cost or Pricing Data-Modifications
52.215-15 Pension Adjustments and Asset Reversions
52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
52.215-19 Notification of Ownership Changes
52.215-23 Limitation on Pass-Through Charges
52.230-2 Cost Accounting Standards
52.230-3 Disclosure and Consistency of Cost Accounting Practices
52.230-4 Disclosure and Consistency of Cost Accounting Practices--Foreign Concerns
52.230-6 Administration of Cost Accounting Standards

POs Greater than $5,500,000
52.203-13 Contractor Code of Business Ethics and Conduct
52.203-14 Display of Hotline Poster(s)

POs Greater than $10,000,000
52.222-24 Pre-Award On-Site Equal Opportunity Compliance Evaluation

DFARS
252.203-7002 Requirement to Inform Employees of Whistleblower Rights
252.204-7000 Disclosure of Information
252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting
252.211-7003 Item Unique Identification and Valuation.
252.211-7008 Use of Government-Assigned Serial Numbers
252.215-7002 Cost Estimating System Requirements
252.215-7008 Only One Offer
252.223-7001 Hazard Warning Labels
(If PO requires delivery of Hazardous materials)
252.223-7002 Safety Precautions for Ammunition and Explosives
252.223-7006 Alt 1 Prohibition on Storage and Disposal of Toxic and Hazardous Materials
252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
252.223-7008 Prohibition of Hexavalent Chromium
(2) Exclude paragraph (d) and (e)(1) of this clause
(1) Modify paragraph (c)(6) of this clause as necessary to facilitate management of the minimal content exception;

POs Greater Than $5,000,000

POs Greater Than $1,500,000

POs Greater Than $1,000,000

POs Greater Than $50,000,000

POs Greater Than $500,000

POs Greater Than $150,000

POs Greater Than $700,000

POs Greater Than $1,000,000

POs Greater Than $1,500,000

POs Greater Than $5,000,000

POs Greater Than $50,000,000

POs Greater Than $55,000,000