

Supplement 1 - General Terms and Conditions for Supply and Services Subcontracts**U.S. Government Contract Provisions from the Federal Acquisition Regulation (FAR)**

1. When the materials or products furnished are for use in connection with a U.S. Government contract or subcontract, in addition to the General Terms and Conditions, the following provisions shall apply, as required by the terms of the prime contract or by operation of law or regulation. In the event of a conflict between these FAR provisions and the General Terms and Conditions, the FAR provisions shall control.

2. The following clauses set forth in the FAR in effect as of the date of the prime contract are incorporated herein by reference. In all clauses listed herein, the terms "Government", "Contracting Officer" and "Contractor" shall be revised to suitably identify the contracting parties herein and effect the proper intent of the provision except where further clarified or modified below. "Subcontractor", however, shall mean "Seller's Subcontractor" under this purchase order.

A. APPLICABLE TO ALL ORDERS:

1. Security Requirements	52.204-2
2. Personal Identify Verification of Contractor Personnel	52.204-9
3. Required Sources for Helium and Helium Usage Data	52.208-8
4. Material Requirements	52.211-5
5. Alternatives to Government – Unique Standards	52.211-7
6. Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use	52.211-14
7. Defense Priority and Allocation Requirements	52.211-15
8. Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (DEVIATION)	52.212-5
9. Terms and Conditions – Simplified Acquisitions (other than Commercial items)	52.213-4
10. Small Business Program Representations	52.219-1
11. Post –Award Small Business Program Representation (over \$3000)	52.219-28
12. Notice to the Government of Labor Disputes	52.222-1
13. Convict Labor	52.222-3
14. Child Labor – Cooperation with Authorities and Remedies	52.222-19
15. Service Contract Act of 1965, as Amended	52.222-41
16. Combating Trafficking in Persons	52.222-50
17. Employment Eligibility Verification	52.222-54
18. Hazardous Material Identification and Material Safety Data – "Government" means "Government and Buyer"	52.223-3
19. Notice of Radioactive Materials	52.223-7
20. Ozone Depleting Substances	52.223-11
21. Energy Efficiency in Energy-Consuming Products	52.223-15
22. IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	52.223-16
23. Encouraging Contractor Policies to Ban Text Messaging While Driving	52.223-18
24. Privacy Act	52.224-2
25. Buy American Act – Supplies	52.225-1
26. Buy American Act Certificate	52.225-2
27. Trade Agreement	52.225-5
28. Trade Agreements – Certificate	52.225-6
29. Duty-Free Entry	52.225-8
30. Restrictions on Certain Foreign Purchases	52.225-13
31. Place of Manufacturer (applicable to solicitations)	52.225-18
32. Authorization and Consent – Alternate I	52.227-1
33. Royalty Information	52.227-6
34. Refund of Royalties	52.227-9
35. Filing of Patent Applications – Classified Subject Matter	52.227-10
36. Patent Rights – Ownership by the Contractor	52.227-11
37. Rights in Data – General	52.227-14

Supplement 1 - General Terms and Conditions for Supply and Services Subcontracts

38. Commercial Computer Software License	52.227-19
39. Workers Compensation Insurance (Defense Base Act)	52.228-3
40. Workers Compensation and War-Hazard Insurance Overseas	52.228-4
41. Insurance – Work on a Government Installation	52.228-5
42. Progress Payments	52.232-16
43. Protest After Award	52.233-3
44. Applicable Law for Breach of Contract Claim	52.233-4
45. Industrial Resources Developed Under Defense Production Act Title III	52.234-1
46. Accident Prevention	52.236-13
47. Protection of Government Buildings, Equipment, and Vegetation	52.237-2
48. Privacy or Security Safeguards	52.239-1
49. Stop Work Order	52-242-15
50. Government Delay of Work	52.242-17
51. Changes – Fixed Price Contracts	52.243-1
52. Competition in Subcontracting	52.244-5
53. Subcontracts for Commercial Items	52.244-6
54. Government Property	52.245-1
55. Government Property Installation Operation Services	52.245-2
56. Use and Charges	52.245-9
57. Preference for U.S. – Flag Air Carriers	52.247-63
58. Preference for Privately Owned U.S. – Flag Commercial Vessels	52.247-64
59. Termination for Convenience of the Government (Fixed-Price) (Short Form)	52.249-1
60. 29 CFR, Appendix A to Subpart Notification of Part 471, Employee Rights Under Federal Labor Laws	

B. ORDERS OVER \$10,000 ALSO INCLUDE THE FOLLOWING:

1. Reporting Executive Compensation and First-Tier Subcontract Awards (Over \$25,000)	52.204-10
2. Walsh-Healy Public Contracts Act.	52.222-20
3. Prohibition of Segregated Facilities	52.222-21
4. Equal Opportunity	52.222-26(b)
5. Affirmative Action for Workers with Disabilities	52.222-36
6. Notification of Employee Rights Under the Nat'l Labor Relations Act	52.222-40
7. Buy American Act – North American Free Trade Agreement – Israeli Trade Act (over \$25,000)	52.225-3
8. Buy American Act North American Free Trade Agreement – Israeli Trade Act Certificate (over \$25,000)	52.225-4

C. ORDERS OVER \$100,000 ALSO INCLUDE THE FOLLOWING:

1. Certificate of Independent Price Determination	52.203-2
2. Restrictions on Subcontractor Sales to the Government	52.203-6
3. Anti-Kickback Procedures (less paragraph (c) (1))	52.203-7
4. Price or Fee Adjustment for Illegal or Improper Activities	52.203-10
5. Limitation on Payments to Influence Certain Federal Transactions (orders over \$150,000)	52.203-12
6. Women-Owned Business (Other than Small Business)	52.204-5
7. Audit and Records – Negotiation	52.215-2
8. Integrity of Units Prices	52.215-14
9. Utilization of Small Business Concerns	52.219-8
10. Contract Work Hours and Safety Standards Act – Overtime Compensation	52.222-4
11. Equal Opportunity for Veterans	52.222-35
12. Employment Reports on Veterans	52.222-37
13. Drug-Free Workplace	52.223-6
14. Estimate of Percentage of Recovered Material Content for EPA-Designated Products	52.223-9
15. Notice and Assistance Regarding Patent and Copyright Infringement	52.227-2
16. Federal, State, and Local Taxes	52.229-3
17. Bankruptcy	52.242-13
18. Change Order Accounting	52.243-6
19. Subcontracts (paragraphs (h) and (l) only apply)	52.244-2

Supplement 1 - General Terms and Conditions for Supply and Services Subcontracts

20. Inspection of Supplies, Fixed Price Contracts	52.246-2
21. Inspection of Services, Fixed Price Contracts	52.246-4
22. Responsibility for Supplies	52.246-16
23. Value Engineering	52.248-1
24. Termination for Convenience of the Government (Fixed-Price) – “Government: shall mean “Buyer”. In paragraph (c) the term “120 days” is changed to “60 days.” The term “one year” in Paragraph (e) is changed to “six months.” The term “90 days in paragraph (l) is changed to “forty-five days,” per 49.502(e)	52.249-2
25. Default (Fixed Price Supply and Service)	52-249-8

D. ORDERS OVER \$700,000 ALSO INCLUDE THE FOLLOWING:

1. Code of Business Ethics and Conduct (over \$5 million)	52.203-13
2. Display of Hotline Poster (over \$5 million)	52.203-14
3. Information Regarding Responsibility Matters (over \$5 million)	52.209-7
4. Updates of Publicly Available Information Regarding Responsibility Matters (over \$5 million)	52.209-9
5. Pension Adjustment and Asset Reversions	52.215-15
6. Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions	52.215-18
7. Notification of Ownership Changes	52.215-19
8. Excessive Pass-through Charges – Identification of Subcontract Effort	52.215-22
9. Limitations on Pass-through Charges	52.215-23
10. Small Business Subcontracting Plan (over \$650,000)	52.219-9
11. Liquidated Damages – Subcontracting Plan	52.219-16
12. Pre-award On-Site Equal Opportunity Compliance Evaluation (over \$10 million)	52.222-24
13. Cost Accounting Standards Notices and Certifications	52.230-1

E. UNLESS OTHERWISE EXEMPT ALSO INCLUDE THE FOLLOWING:

1. Audit and Records – Sealed Bidding (exceeds \$700,000)	52.214-26
2. Subcontractor Cost or Pricing Data – Modifications – Sealed Bidding (exceeds \$700,000)	52.214-28
3. Price Reduction for Defective Cost or Pricing (over \$700,000)	52.215-10
4. Price Reduction for Defective Cost or Pricing Data – Modifications (over \$700,000)	52.215-11
5. Subcontractor Cost or Pricing Data (over \$700,000)	52.215-12
6. Subcontractor Cost of Pricing Data – Modifications (over \$700,000)	52.215-13
7. Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (over \$700,000)	52.215-20
8. Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (over \$700,000)	52.215-21
9. Preaward On-site Equal Opportunity Compliance Evaluation	52.222-24
10. Prospective Subcontractor Requests for Bonds	52.228-12
11. Cost Accounting Standards (over \$700,000)	52.230-2
12. Disclosure and Consistency of Cost Accounting Practices	52.230-3
13. Cost Accounting Standards – Educational Institution	52.230-5
14. Administration of Cost Accounting Standards	52.230-6
15. Earned Value Management System	52.234-4

3. The offeror, by signing its offer, hereby certifies compliance with the following clauses and is, therefore eligible for award.

A. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (over \$150,000)	52.203-11
B. Certification for Federal Funding Accountability and Transparency Act (FFATA)	52.204-10
C. Certification Regarding Responsibility Matters	52.209-5
D. Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (over \$30,000)	52.209-6
E. Certification Regarding Knowledge of Child Labor for Listed End Products	52.222-18
F. Previous Contracts and Compliance Reports (over \$10,000)	52.222-22
G. Affirmative Action Compliance	52.222-25

Supplement 1 - General Terms and Conditions for Supply and Services Subcontracts

- | | |
|--|-----------|
| H. Affirmative Action for workers with Disabilities (over \$100K) | 52.222-36 |
| I. Biobased Product Certification | 52.223-1 |
| J. Recovered Material Certification | 52.223-4 |
| K. Prohibition on Conducting Restricted Business Operations in Sudan Certification | 52.225-20 |
| L. Cost Accounting Standards Notices and Certifications | 52.230-1 |
4. Applicable to all contracts that are funded in whole or in part by the American Recovery and Reinvestment Act of 2009 ("Recovery Act"):
- | | |
|---|-----------|
| 1. Whistleblower Protections under the Recovery Act | 52.203-15 |
| 2. Reporting Required under the Recovery Act | 52.204-11 |
| 3. Audit and Records (Sealed Bidding) | 52.214-26 |
5. Additional Clauses
- A. COST ACCOUNTING STANDARDS (Applicable unless otherwise exempt)
- Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting Cost Accounting Standards, FAR 52.230-2; Disclosure and Consistency of Cost Accounting Practices, FAR 52.230-3; and Administration of Cost Accounting Standards, FAR 52.230-6, provided Seller shall not be required to disclose to Buyer such communications containing information which is privileged and confidential to Seller. In addition to any other remedies provided by law or under this Order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subject to any liability as the result of a failure of the Seller or its lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230-3, 52.230-5 or 52.230-6. Paragraph (b) is deleted in each of the foregoing clauses.
- B. TRUTH IN NEGOTIATIONS
- Cost or Pricing Data (applicable only if certified cost or pricing data has been provided). The clause entitled "Subcontractor Cost or Pricing Data" is a part of this Order if the Seller was required to furnish cost and pricing data and a Certification of Current Cost or Pricing Data for this Order. If it was not required to furnish such data and Certificate, the clause entitled "Subcontractor Cost or Pricing Data-Modification" is a part of this Order. Seller shall update its proposal and re-certify its cost or pricing data whenever costs, factors, or prices change such that cost or pricing data previously furnished is no longer, accurate, current, or complete.
1. Indemnification
- If any price (including profit or fee) negotiated in connection with the prime contract between the Government and the Buyer or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by the Seller in connection with any proposal submitted by the Buyer relating to said contract or in connection with this Order was not accurate, complete, or current, the Seller shall indemnify the buyer in the amount of said reduction. The phrase "cost or pricing data" as used herein shall be deemed to include any such data, which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the Seller or which it procured by submission of, in connection with the aforesaid proposal or this Order in support of its cost estimate. If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Seller shall be liable and shall pay the Buyer at the time such overpayment is repaid:
- Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Seller to the date the Buyer is repaid by the Seller at that applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C 6621(a)(2); and
 - For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Seller knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.
2. Cost or Pricing Data for Changes

Supplement 1 - General Terms and Conditions for Supply and Services Subcontracts

Prior to the pricing of any change or other modification to this Order which involves, increases and/or decreases in costs plus applicable profit in excess of the contractually required threshold (e.g. \$150,000, \$500,000, \$650,000 or \$700,000) and resulting from a change in the prime contract, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in Federal Acquisition Regulation 15.406-2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations.

When required to obtain cost or pricing data from its subcontractors, pursuant to the provisions of this Order, Seller shall obtain such data.

6. DISPUTES – GOVERNMENT CONTRACTS

Any reference to the “Disputes clause” in any applicable FAR Clause under paragraph 2 above shall mean this paragraph 5, Disputes – Government Contracts

i. Any dispute arising under this purchase order relating to any decision of the Contracting Officer under the prime contract shall be resolved in accordance with Paragraph (ii) below. All other disputes will be resolved under the Article entitled, “DISPUTES”, as found in Corporate Form CC008 of the Subcontract.

ii. 1. Notwithstanding any other provisions in this purchase order, any decision of the Contracting Officer under the prime contract which binds Buyer shall bind both Buyer and Seller to the extent that it relates to this purchase order –provided that:

- a. The Buyer notifies with reasonable promptness the Seller of such decision
- b. The Buyer, at its sole discretion, authorizes in writing the Seller to appeal in the name of the Buyer such decision at its own expense, or
- c. If Buyer should appeal such decision, Buyer at its sole discretion offers to the Seller the opportunity at its own expense to join Buyer in such appeal.

2. Any decision upon such appeal, when final, shall be binding upon the Seller.

3. The Seller shall keep Buyer informed of any appeal it makes by providing copies of all pertinent documents to Buyer.

4. The Seller shall indemnify and save harmless from any and all liability of any kind incurred by or imputed to Buyer under Section 5, “Fraudulent Claims,” of the Contract Disputes Act of 1978, as amended, if Seller is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misinterpretation of fact on the part of Seller.

iii. Pending any prosecution, appeal, or final decision or settlement of any dispute arising under this purchase order, the Seller shall proceed diligently, as directed by Buyer, with the performance of this purchase order.

iv. Nothing in this clause nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgement by Buyer of the validity of Seller’s claim or any part thereof, nor be deemed to limit or in any way restrict Buyer from taking any actions, included available remedies, it deems appropriate to protect its own interests.

v. As used in this clause, the word “appeal” means an appeal taken under the contract Disputes Act of 1978, as amended.