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### GENERAL PROVISIONS TO ALL U.S. GOVERNMENT AND COMMERCIAL VENDORS PURCHASE ORDERS WHERE APPLICABLE

S<sup>3</sup> Quality Management System is ISO 9001:2015 & AS9100D certified to ensure our customers receive services and products that meet the highest standards of quality. By acceptance of this order the Supplier guarantees the product or service provided meets or exceeds the Contract, Subcontract, Purchase Order or Task Order and applicable specifications.


#### ISO 9001:2015 or AS9100D Certification

International Organization for Standardization (ISO) 9001:2015 or AS9100D Certification specifies requirements for a quality management system to demonstrate the Contractor's ability to consistently meet the customer requirements as well as statutory and regulatory requirements. An ISO 9001:2015 or AS9100 Certification is not mandatory; however, Contractors are encouraged to have an ISO 9001:2015 or AS9100 Certification during the entire term of a Government contract period. The Contractor is required to notify the Government Contracting Officer, in writing, if there are any changes in the status of their ISO 9001:2015 or AS9100 Certification and provide the reasons for the change and copies of audit from an ISO 9001:2015 or AS9100 Certification Body, as applicable. If only part of a Contractor's organization is ISO 9001:2015 or AS9100 certified, the Contractor shall make the distinction between which business units, subsidiaries or site and geographic locations have been certified.

The Supplier shall:

1. Ensure that materials and services are produced in conformance to the required standards, and Buyer will receive defect-free product, on time, at the agreed upon terms.
2. Manage facilities, processes, quality systems and personnel to consistently and cost-effectively manufacture products and furnish services that meet the needs of Buyer and its customers.
3. Be committed to continual process improvement by emphasizing reduction of part to part variation and the elimination of all waste.
4. Conduct operations in conformance with, or exceeding, all applicable environmental laws and regulations of the jurisdictions in which the supplier does business.
5. Ensure all products and materials supplied meet applicable product environmental compliance requirements.
6. Embrace and comply with socially important values, principles and guidelines.
7. Ensure that Buyer approves products, services, methods, processes, equipment, and the release of products and services.
8. Ensure competence including any required qualification of personnel.
9. Implement a quality management system.
10. Use Buyer-designated or approved external providers, including process sources (e.g., special processes)
11. Notify Buyer of nonconforming processes, products, or services and obtain approval for their disposition.
12. Prevent the use of counterfeit parts.
13. Notify Buyer of changes to processes, products, or services, including changes of their external providers or locations of manufacturer, and obtain Buyers approval.
14. Flow down to their external providers applicable requirements including customer requirements.
15. Provide test specimens for design approval, inspection/verification, investigation, or auditing.
16. Retain documented information, including retention periods and disposition requirements.
17. Allow the right of access by the Buyer, Buyers customer, and regulatory authorities to the applicable areas of facilities and to the applicable documented information, at any level of the supply change, for control and monitoring of performance.
18. Ensure that personnel are aware of their contribution to product/service conformity, product safety, and the importance of ethical behavior.

1. **DEFINITIONS:** As used in this Purchase Order, the below terms shall have the following meaning:
  - (a) "Contractor," "Purchaser" "Organization," or "Buyer" means System Studies & Simulation, Inc. (S<sup>3</sup>, Inc.) acting through its Authorized Procurement Representative;
  - (b) "Seller," "Supplier," "External Provider," or "Vendor" means the individual, or sub tier corporation, or association contracting to furnish the goods or services described in this order;
  - (c) "Order," means the instrument of contracting "Purchase Order" or "Order" including these Terms and Conditions incorporated by reference on the order and accessible electronically on the S<sup>3</sup> website. The Order, which may be transmitted by Buyer to the Seller, electronically through a computer network or otherwise, by mail of hard copy, or by such other means as may be agreed. The order will contain a unique number, item, identification or specification description, number of items ordered and/or such other information evidencing an offer to the Seller by the Buyer relating to the purchase of goods or services.
  - (d) "Revision," "Modification," "Change" or "Amendment" means a transmission revising the information contained in an order.

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(e) "Goods," "Products," and "Services," the terms "goods" as used herein means any and all supplies, products, chemicals, parts, machines, tooling, test equipment, computer hardware and/or software, component, assets and other tangible items or documentary information furnished or required to be furnished by the Seller under this order other than labor. The term "services" means any and all technical assistance, consultations, engineering, and other effort furnished or required to be furnished by the Seller under this order other than contract labor to be performed on the Buyer's Government contract(s).

(f) "Government" means the Government of the United States.

(g) "Prime Contract" means the Government contract under which this order may be issued.

(h) "Items" means supplies, products, materials and/or services ordered by Buyer from the Supplier pursuant to an order.


(i) "FAR"- all references to "FAR" or "FAR Supplement" shall mean the Federal Acquisition Regulation (FAR).

(j) "DFAR"- all references to "DFAR" or "DFAR Supplement" shall mean the Defense Federal Acquisition Regulation (DFAR) or Defense Federal Acquisition Regulation Supplement to the Federal Acquisition Regulation (FAR).

(k) "GSAR"- all references to "GSAR Supplement" or "GSAR SUPP" shall mean the General Services Administration Acquisition Regulation Supplement to the Federal Acquisition Regulation (FAR).


(l) The clauses in the FAR, DFAR and GSAR and referenced in Section 57 below are the clause in effect and are incorporated herein and made a part of this Order. The effective date of the clause will be as it appears in the prime contract, subcontract and/or modification and incorporated therein.

2. **TERMS AND CONDITIONS:** This Order is subject to the following terms and conditions and, by acknowledgement of this Order or Seller's commencement of performance or delivery, Seller shall have agreed to and accepted said terms and conditions. Upon acceptance, this Order is the complete and exclusive statement of the terms of the agreement between Seller and Buyer, and no change shall be binding on Buyer unless agreed to in writing by Buyer's Authorized Procurement Representative.
3. **BUYER AUTHORIZATION:** The Buyer's Authorized Procurement Representative has sole authority to make purchasing commitments on behalf of the Buyer, to provide direction, and to change requirements as defined in the Order. Buyer's engineering, technical personnel and other representatives may from time to time render assistance or give technical advice or discuss or affect an exchange of information with Seller's personnel concerning the product hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Order and shall not be the basis for an equitable adjustment. This order is a binding contract, subject to the terms and conditions herein, when reasonable accepted by acknowledgement or by commencement of performance or fulfillment of the order.
4. **APPLICABLE LAW:** This Order shall be governed by and construed in accordance with the laws of the State of Alabama. The courts located in the State of Alabama shall have exclusive jurisdiction of all matters arising under this Order, and each party hereby consents to the jurisdiction of such courts.
5. **COMPLIANCE WITH LAWS:** Seller shall comply with all applicable federal, state, and local laws, rules, regulations and orders in effect on the date of this order, including, but not limited to the following, as amended: (a) the Fair Labor Standards Act of 1938(FSLA); (b) the Federal Occupational Safety and Health Act of 1970 (OSHA); (c) the Toxic Substances Control Act of 1976(TSCA); (d) the Walsh-Healy Public Contracts Act; and (e) any other federal law concerning labor relations, non-discrimination in employment, minimum wages, overtime compensation, and hours-of-employment. Seller agrees to indemnify and hold Buyer harmless against any loss or liability due to Seller's violation or non-compliance with such regulations. Upon Buyer's request, Seller shall furnish evidence demonstrating such compliance. The Seller agrees, in connection with the performance or delivery under this order, not to discriminate against any employee or applicant for employment because of race, sex, religion, color, national origin, disability or status as a disabled veteran, or veteran of the Vietnam era, unless exempt, Section 202, paragraphs 1 through 7 of EO 11246, as amended, and the affirmative action clauses as set forth in 41 C.F.R. Section 61-250.10 (Requiring the annual reporting of Vietnam era and special disabled veterans) are incorporated herein by reference.
6. **INTERPRETATION OF PURCHASE ORDER:** This Order and any documents incorporated by reference or attached constitute the parties' complete agreement. No prior representations or agreements, either written or oral, shall be considered to change, add to, or contradict it. Any ambiguity, conflict, or inconsistency in the Order shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the parties' intentions at the time of order.
7. **ACCEPTANCE OF PURCHASE ORDER:** This Order supersedes all previous written or verbal representations and agreements between the Parties with respect to the subject matter hereof and becomes a binding agreement upon commencement of work. This Order contains

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the entire agreement of the Parties and expressly limits acceptance to the terms and conditions stated. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions hereof are objected to and void unless agreed to in writing by the Buyer.


8. **SECURITY:** If the Purchaser indicates a security classification under this Order, the Seller shall safeguard all classified portions hereunder in accordance with requirements of the current Department of Defense Industrial Security Manual.
9. **RELIANCE:** Seller represents and warrants that Seller is an expert fully competent in all phases of the work involved in producing and supporting all Products and services purchased under this Order.
10. **DPAS RATED ORDER:** Defense Priorities and Allocations System (DPAS) Orders containing a DPAS rating are certified for national defense, emergency preparedness, and energy program use, and Seller shall follow all requirements of the DPAS regulation 15 CFR 700. All rated Orders shall be identified on the face of the order. Acceptance from Seller shall be required within 10 days for DX rated orders and 15 days for DO rated orders.
11. **ASSIGNMENT:** Except as herein otherwise expressly provided, neither this Order nor any interest hereunder nor any sums becoming due to the Seller by reason hereof shall be assignable by the Seller without the prior written consent of the Buyer, provided, however, that claims for money due or to become due to the Seller from the Buyer arising out of this Order may, with written notice to the Buyer, be assigned to a bank, trust company, or other financial institution, including any federal lending agency.
12. **SUBCONTRACTING:** Purchase Order and Terms and Conditions applicable to the Order are for equipment, supplies and materials and not for subcontract services. Seller shall not subcontract without the prior written authorization of Buyer for the design or procurement of the whole or any major component of any Product ordered hereunder, and Seller shall require a like agreement from immediate and lower-tier suppliers. This is not a restriction on authorized distributors, dealers, jobbers or industrial suppliers. Any attempted or purported subcontracting by Seller without Buyer's prior written consent shall be void and not binding upon Buyer.
13. **SETOFF:** Buyer shall have the right at all times to offset any amount due or payable to Seller hereunder against any claim or charge Buyer may have against Seller
14. **TAXES:** Buyer will be responsible for all sales or use taxes. If Seller can provide the Buyer with Alabama State, Madison County, and Huntsville City tax identification numbers then Seller may include all applicable federal, state, and local taxes at the rate stated in the Order. If this order is exempt from sales and use tax, no tax will be collected by the Seller. Tax exempt status will be noted on the face of the Order.
15. **SELLER CONTACTS WITH BUYER'S CUSTOMER AND OTHER VENDORS:** Seller shall not communicate with Buyer's customer or Buyer's other vendors regarding this Order unless authorized to do so by Buyer.
16. **INFORMATION DISCLOSED TO BUYER:** Any information or knowledge Seller discloses to Buyer regarding this order shall not be deemed confidential or proprietary unless expressly agreed upon by the parties in writing. Any such unpatented information or knowledge shall be acquired by Buyer, free of any restrictions.
17. **EXPORT AND IMPORT COMPLIANCE:** (A) The Parties shall comply with all export and import laws, regulations, decrees, orders, and policies of the United States Government and the Government of any country in which the Parties conduct business pursuant to this Order, including but not limited to the Export Administration Regulations ("EAR") of the U.S. Department of Commerce, and the International Traffic in Arms Regulations ("ITAR") of the U.S. Department of State (collectively "Trade Control Laws"). (B) Seller shall control the disclosure of, and access to, controlled items or technical data provided by Buyer related or the performance of this Order in compliance with all applicable Trade Control Laws. Seller shall not transfer (to include transfer to foreign persons employed by Seller, associated with Seller, under contract to Seller, Seller's supplier, or Seller's subsidiaries) any export controlled item, data or services, without providing advance notice to Buyer and obtaining the requisite export and/or import authority. (C) Subject to applicable Trade Control Laws, Seller shall provide Buyer with the export control classification of any commodity or technology including software. (D) Sellers represents that it maintains effective export/import control compliance program in accordance with all applicable Trade Control Laws. A copy of process control documents and other documents reasonably requested by Buyer, related to Seller's compliance with applicable Trade Control Laws, shall be made available to Buyer upon request. (E) Seller shall promptly notify Buyer if Seller is or becomes listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any Governmental entity. (F) Seller shall timely inform Buyer

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of any actual or alleged violations of any applicable Trade Control Laws, including any suits, actions, proceedings, notices, citations, inquiries, or other communications from any government agency concerning any actual or alleged violations in Seller's performance under this Order and shall comply with all reasonable requests from Buyer for information regarding such violations. (G) Indemnification. Seller shall indemnify and save harmless Buyer from and against any and all damages, liabilities, penalties, fines, costs, and expenses, including attorney's fees, arising out of claims, suit, allegations, or charges of Seller's failure to comply with the provisions of this Clause and breach of the warranty set forth in paragraph A. Any failure of Seller to comply with the requirements or any breach of the warranty contained in this Clause shall be a material breach of this Order. (H) Subcontracts. The substance of this Clause shall be incorporated into any lower-tier purchase order entered into by the Seller for the performance of any part of the work under this Order.


18. **INVOICES:** Invoices are to be submitted to System Studies & Simulation, Inc., Attention: Accounts Payable, 615 Discovery Drive, Huntsville, AL 35806. An itemized invoice shall be submitted to the attention of the Accounts Payable Department. The invoice should contain the Order number, description of equipment, supplies and/or materials furnished quantity, unit prices, and total price. Signed acceptance of shipment is required prior to invoice payment. Payment of invoices may be delayed without penalty to the Seller pending correction of any errors or omissions.
19. **PAYMENT TERMS:**
  - a. Purchase Order invoices may be paid according to discount terms, or if no discount is offered, within forty-five (45) days after receipt, inspection and final acceptance of supplies or materials placed on an order. Purchase Order discount periods will be computed from either date of delivery of the supplies ordered, plus three (3) days allowance for inspection and acceptance or the date of receipt of correct invoices, prepared in accordance with the terms and conditions of this Order, whichever date is later. All attachments to the Order must be completed, signed, and returned prior to payment of invoice.
  - b. Subcontractor invoices may be paid according to discount terms, or if no discount is offered, after customer inspection and final acceptance of services placed on an order and ten (10) days after payment has been received by the Buyer from the Customer.
20. **WORK ON BUYER'S OR BUYER'S CUSTOMER'S PREMISES:** If this order requires Seller to perform work on Buyer's or Buyer's customer's premises, Seller shall take all necessary precautions to prevent any injury to persons or damage to property during the progress of such work. Seller shall also maintain appropriate workers compensation insurance on its employees while performing such work. Except to the extent that any injury to persons or damage to property is due solely and directly to Buyer's or its customers fault or negligence, Seller agrees to indemnify Buyer its subsidiaries, and their respective directors, officers, employees, agents (hereinafter referred to as "Indemnities"), and its customer against all loss or liability resulting from any act or omission of Seller, its employees, agents, or subcontractors. A Certificate of Insurance with the Buyer named as an additional insured shall be provided to the Buyer prior to Seller making deliveries and/or provide services to the Buyer.
21. **LEASED EQUIPMENT:** Seller agrees to maintain, in good working order, any leased equipment supplied under this order. Seller also agrees to furnish, when ordered by Buyer, any necessary supporting services for the leased equipment supplied. This includes, but is not limited to, spare parts, hardware and software maintenance services, equipment modifications, or update bulletins, for the normal useful life of such equipment. This clause shall apply when such support services are necessary and applicable to the equipment furnished.
22. **PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY:** Seller agrees to indemnify, defend, and hold harmless Buyer, its subsidiaries, and their respective directors, officers, employees, agents, and customer(s) (hereinafter referred to as "Indemnities") and those for whom Buyer may act as agent, from any costs, expenses, damages, or liability that Buyer may incur as a result or any proceedings charging infringement of any patent, copyright, or trademark by reason of sale or use of any supplies/services/data furnished by Seller. Seller shall have no liability regarding alleged patent infringement for supplies furnished to Buyer in accordance with Buyer's design specifications.
23. **INTELLECTUAL PROPERTY INDEMNITY:** Seller agrees that Buyer shall be the sole owner of and Seller agrees to assign, convey and transfer, and hereby does assign, convey, and transfer, to Buyer without requirement for further consideration, all right, title, and interest in each and every invention, discovery, patent, copyright, work of authorship, trademark, development, and improvement and any other form of Intellectual Property conceived, authored, developed, reduced to practice, or otherwise originated by Seller and undertaken in the course of performing under this Order or that otherwise involve, or are reasonably related to the effort, or to Buyer's actual or demonstrably anticipated research or development of the effort, either solely or in conjunction with others during the term of Seller's engagement hereunder with Buyer (collectively, the "Works"). Upon request, Seller shall execute any additional documentation to further evidence Buyer's sole right,



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title, and interest in the Works. Furthermore, Seller hereby represents and warrants that Seller has the authority to enter into the agreement, that the Seller's assignment is not a violation of any pre-existing obligation, and that the Seller's Works are free and clear of any claim, lien, or other claim of right. It is recognized and agreed that for efforts originating under Government Contracts, the Parties may be required to and shall grant licenses or other rights to the Government to inventions, data, and information under such provisions that may be contained in the Government prime contract. Nothing herein is intended to, nor shall it limit or remove, any such Governmental rights.

24. **PROPRIETARY INFORMATION:** (A) If a separate Proprietary Information Agreement exists between the Parties, which relates to the subject matter of this Order, then Proprietary Information furnished by one Party to the other Party shall be protected pursuant to such Proprietary Information Agreement. (B) If no separate Proprietary Information Agreement exists between the Parties, Seller agrees to keep confidential and not to disclose to any other person any Proprietary Information received from Buyer in connection with this Order. Seller further agrees to use Proprietary Information only for purposes necessary for performing this Order, without first obtaining Buyer's written authorization. (C) All documents and other tangible media (excluding Products) containing or conveying Proprietary Information and transferred in connection with this Order, together with any copies thereof, are and remain the property of Buyer. (D) Neither the existence of this Order nor the disclosure hereunder of Proprietary Information or any other information shall be construed as granting expressly by implication, by estoppel or otherwise, a license under any invention or patent now or hereafter owned or controlled by Buyer or Buyer's customer, except as specifically set forth herein. (E) Seller's obligations with respect to Proprietary Information disclosed hereunder prior to the performance in full, termination or cancellation of this Order shall not, except as expressly set forth herein, be affected by such performance in full, termination, or cancellation. (F) Unless otherwise provided herein, or authorized by Buyer in writing, Seller shall use Proprietary Information and/or data only in the performance of this Order, however, the foregoing limitation shall not apply to items produced for direct sale to the U.S. Government in the event that the U.S. Government has an unlimited right to license or use Buyer's Proprietary Information.
25. **WARRANTY OF SUPPLIES/SERVICES:** Seller warrants that all supplies/services furnished under this Order shall conform to the Buyer's drawings, specifications, design criteria, or other description and will be of good material and workmanship and free of defects in design, material and workmanship. Seller further warrants that the supplies/services will meet Seller's published specifications and standards, will be new (not used or reconditioned), merchantable and suitable for the purpose intended. These warranties shall survive inspection, acceptance, and payment. Supplies/services that do not conform to the above warranties may, at any time within twelve (12) months after delivery to Buyer, be rejected and returned to Seller, at Seller's expense, for correction or replacement. If Seller does not promptly correct or replace same, Buyer may correct or replace the nonconforming supplies/services at Seller's expense. The forging warranties are in addition to all other warranties expressed or implied by law including incidental or consequential damages.
26. **PRICE WARRANTY:** Seller warrants that the price(s) charged for the supplies/services specified in this order do not exceed the selling price(s) Seller charges its Most Favored Customer (MFC) for the same or substantially similar items, whether sold to the Government or to any other purchaser, taking into account the quantity purchased and terms and conditions of sale. Seller further agrees that in the event of an announced prize reduction prior to complete shipment of supplies or performance of services, said price reduction shall be passed on to Buyer for supplies remaining to be shipped or services still to be performed.
27. **CHANGES:** Buyer may, at any time, in writing, make changes to this order. No change shall be effective unless such change is acknowledgement of this Order or Seller's commencement of performance or delivery and Seller agreed to and accepted said change. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be mutually agreed and equitably adjusted and the Order so modified. Seller shall submit any claim for adjustment to Buyer within ten (10) days following receipt of Buyer's written Change Order. Failure of the parties to agree to an adjustment shall be considered a dispute under the Disputes clause hereof; however, pending resolution of any dispute, Seller shall immediately proceed with the work as changed. Seller agrees that Buyer's engineering and technical personnel may engage in a liaison effort, including the exchange of information or advice concerning the supplies or services, however, such activity shall not vest Seller with the authority to make any change hereunder with respect to the provisions of this Order, nor shall any unauthorized change to this Order be binding upon Buyer unless Buyer specifically confirmed in writing revision to the Order by the Buyer's authorized Procurement Representative.
28. **BACKGROUND INVESTIGATIONS:** Seller must complete Background Investigations (BI) on all new or rehired Seller personnel who will perform services hereunder on premises under the ownership or control of Buyer. The BI's are required prior to issuance by Buyer of long-term visitor badges or unescorted access badges to Buyer's site(s) for more than sixty (60) days or a cumulative of sixty (60) days in a twelve (12) month period. This requirement does not apply to Seller's employees who are currently in possession of a long-term badge. Sellers are responsible for completing background investigations and will certify that the BI has been completed and a thorough review of the

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investigative report disclosed only favorable information. At a minimum, BI's will include: 1. A criminal convictions check. 2. A check of Seller's employees Department of Motor Vehicles records for violations of any kind. 3. Verification of asserted college degrees and professional licenses or other professional or educational certifications. The Seller must notify and obtain approval in writing from Buyer's Authorized Purchasing Representative prior to assignment of Seller's personnel to a site owned or under the control of Buyer when a particular BI has been completed and the investigation report disclosed unfavorable/adverse information in the following area(s): 1. Education and/or professional background. 2. License(s) or certification(s). 3. Criminal and/or driving record. "Unfavorable/adverse information" includes but is not limited to any criminal conviction, misdemeanor or felony, any driving violation that appears on the information provided by the Department of Motor Vehicles, failure of an educational or professional institution to acknowledge completion of a degree, license or certification, and the like. Buyer shall have the ultimate and sole determination as to whether the investigation report contains "unfavorable/adverse information."

29. **DISPUTES:** Any dispute that may arise under or in connection with this Order with respect to the rights, duties, or obligations of the Parties shall be submitted in writing for resolution to ascending levels of management of the respective Parties up to the Senior Executive of the Procurement organization placing the Order, and Seller's equivalent executive level. If a dispute cannot be resolved to both Parties' mutual satisfaction, after good faith negotiations, within ninety (90) calendar days from the date the written claim is received by the other Party, or such additional time as the Parties agree upon, in writing, either Party may only bring suit in federal or state court in the state from which this Order is issued. Pending any prosecution, appeal, or final decision referred to in this clause, or the settlement of any dispute arising under this Order, Seller shall proceed diligently, as directed by Buyer, with performance of the Order.
30. **STOP-WORK ORDER:** Buyer may, at any time, by written notice to Seller, stop all or any part of the work hereunder for up to ninety (90) days. Upon receiving a stop-work order, Seller shall immediately comply with its terms and take all reasonable steps to avoid incurring any additional cost allocable to such work. Within ninety (90) days after the effective date of the stop-work order, Buyer shall either cancel the stop-work order or terminate the work covered by the stop-work order. Buyer shall make an equitable adjustment in the Order delivery schedule and/or price if the stop-work order results in an increase in time or cost for performance. Seller must assert a claim for equitable adjustment within thirty (30) days after the end of the work stoppage.
31. **TERMINATION FOR CONVENIENCE:** Buyer may at any time terminate all or any part of this Order in accordance with the contract clause entitled "Termination for Convenience of the Government (Fixed-Price)" set forth at FAR 52.249-2, which clause is hereby incorporated herein and made a part hereof by this reference, except that the term "contract" therein shall mean this Order, the term "Contracting Officer" therein shall mean "Buyer", the term "Government" therein shall mean "Buyer" except that in subparagraph (b) (8) and at the first occurrence thereof in paragraph (h) it shall mean "Buyer or the Government" and in paragraph (n) it shall mean "Buyer and the Government", the term "Contractor" therein shall mean "Seller", paragraphs (d) and (j) thereof are deleted, the period "one hundred twenty (120) days" in paragraph (c) is changed to "sixty (60) days", the period "one (1) year" in paragraph (e) is changed to "three (3) months" and the period "ninety (90) days" in paragraph (l) is changed to "forty-five (45) days"; provided, however, that if this Order is a first-tier subcontract under a U.S. Government prime contract, the period "one (1) year" in paragraph (e) is changed to "one hundred eighty (180) days."
32. **TERMINATION FOR DEFAULT:** The FAR 52.249-8 "Default (Fixed Price Supply and Service)" clause is by this reference incorporate-rated herein and made a part hereof except that the term "contract" therein shall mean this Order, the term "Contractor" therein shall mean "Seller", the term "Contracting Officer" therein shall mean "Buyer", the term "Government" in all paragraphs thereof except paragraph (c) shall mean "Buyer" and all reference therein to "Disputes" shall mean the Disputes clause of this Order. Buyer may terminate this Order in whole, or in part, for Seller's default in accordance with this clause. In addition, Buyer may terminate this Order in whole, or in part, in the event one of the following occurs, is threatened, or is imminent with respect to Seller: insolvency; bankruptcy; suspension of business; sale of a substantial part of Seller's assets; filing for dissolution; liquidation proceedings; appointment of a trustee or receiver for Seller's property or business; or assignment. As set forth in FAR 52.249-8 the Parties agree that in the event a determination is made whether by the Parties or a court that the default termination was inappropriate, the Parties' rights and obligations shall be solely governed by the Termination for Convenience clause contained herein and Seller shall be entitled to a recovery no greater than that permitted in said Termination for Convenience clause.
33. **FORCE MAJEURE:** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, unforeseen shortages or unavailability of fuel, power, transportation, raw goods or supplies, inability to obtain or delay in obtaining Government approval (including the denial or cancellation of

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any export or other necessary license), permits, licenses or allocations, and any other causes which are not within such party's reasonable control, whether or not of the kind specifically enumerated above.


34. **PACKAGING AND PACKING:** Seller shall be responsible for properly packing and packaging the supplies in suitable containers for protection during shipment in accordance with transportation regulations and good commercial practice. No additional charge will be allowed for packing and packaging unless specifically agreed to in writing. Seller shall label each package with the corresponding Order number. Seller shall prepare an itemized packing list bearing the Order number, description of items, part number, and quantity shipped for each package. One copy of the packing list shall be placed in the shipping container, one copy shall be forwarded to Buyer, and one copy shall accompany Seller's invoice.
35. **BUYER'S PROPERTY AND INFORMATION:** Buyer's property, such as drawings, specifications, data and the like, furnished to Seller for performance of the work shall remain the property of Buyer, shall be considered private and confidential Buyer information, and shall not be given to others not having a need-to-know or used by Seller for its own purposes. Any designs, drawings, dies, molds, tooling, technical data/information, materials, equipment, etc. that Seller makes or buys from others for producing the supplies/services and charged to Buyer's account, shall become Buyer's property immediately upon manufacture or procurement. When practical, all such Buyer property shall be marked as belonging to Buyer, shall be held by Seller on consignment at Seller's risk, and shall be used exclusively to perform the work requirements of this Order. Upon order completion, all Buyer's furnished property shall be returned to the Buyer in the same condition as received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into supplies delivered or consumed in the performance of the work. Seller, however, has the right to use any buyer furnished, but Government owned property/information to furnish supplies or services for direct sale to the Government.
36. **UNAUTHORIZED CHANGES TO SUPPLIES/SERVICES:** Upon Buyer's approval of Seller's drawings, designs, specifications, etc., Seller shall make no changes affecting form, fit, or function of the supplies without Buyer's prior written approval. Any approvals by Buyer shall not relieve Seller of responsibility for any errors or deficiencies that may exist, or for performing the work and furnishing the supplies/services in strict accordance with the Order requirements.
37. **PERMITS, FEES, AND LICENSES:** Except as may be otherwise provided in this order, Seller shall obtain and pay for all permits, fees, and licenses required for the work at no additional charge to Buyer.
38. **FAILURE TO COMPLY:** If Seller fails to comply with any of the Order requirements, Buyer may exercise its option to terminate the order for default or invoke applicable warranties for non-conformance. In lieu of this, however, Buyer may waive the Seller deficiency. In return therefore, Seller agrees to negotiate an equitable reduction in the Order price in such instance.
39. **CESSATION OF PRODUCTION:** If Seller plans to permanently discontinue production of any of the equipment, supplies, materials etc. provided to Buyer hereunder at any time during the useful life of the equipment, Seller shall give Buyer at least six (6) months advance written notification of such discontinuance and, during this time, agrees to accept Buyer's orders for such items.
40. **ORDER OF PRECEDENCE:** The following descending order of precedence shall apply in the event of an ambiguity, discrepancy, or conflict in the documents comprising this Order;
  - (a) Purchase Order
  - (b) Purchase Order Terms and Conditions
  - (c) Statement of Work
  - (d) Technical Specifications
  - (e) Other documents appended to the Order
 In the event of an ambiguity, discrepancy, or conflict in any of the technical requirements or drawings, Seller shall immediately consult Buyer for a resolution.
41. **INSPECTION AND TEST:** Buyer and its customer may inspect and/or test materials, work in progress, and completed supplies at all reasonable times and places during performance of the work and prior to shipment. Buyer, at its option may reject or refuse acceptance of items, require correction or replacement for items which do not meet the requirements of the order or any applicable warranty. Rejected items will be returned to the Seller at the Seller's expense, and the Seller agrees to refund to Buyer any payment (including but not limited to shipment, expense made by Buyer for such items. Payment by Buyer for any items shall be deemed an acceptance thereof acceptance

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of any item shall not relieve the Seller from any of its obligations, representations or warranties hereunder or pursuant hereto. Rejected services shall be re-performed in an acceptable reasonable manner. If inspection and test are made on Seller's premises, Seller shall, without additional charge, provide reasonable facilities and assistance for the safety and convenience of the inspectors performing these duties. Inspections and tests shall be performed in such a manner as not to unduly delay work in progress. Unless otherwise agreed in writing, all supplies furnished under this Order are subject to Buyer's inspection to furnish the supplies/services in strict conformance with the Order requirements. Seller shall maintain an inspection and quality control system acceptable to Buyer and its customer. Seller shall furnish Buyer the records of inspection/test for supplies and services furnished hereunder at any time during the warranty period upon Buyer's request.

42. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** Seller certifies that the price(s) proposed have been arrived at independently, without consultation, communication, or agreement with any others for the purpose of restricting completion, and that Seller has not and will not knowingly disclose the price(s), directly or indirectly, to any other offerer or competitor.
43. **TRANSPORTATION CHARGES:** No insurance or premium transportation costs will be allowed unless authorized by Buyer. Risk of loss, regardless of cause, is Seller's responsibility until the supplies/services/data are delivered. If Seller is delinquent in delivery, Buyer may require shipment by the fastest means available, and any premium transportation charges therefore shall be Seller's responsibility.
44. **DELIVERY:** Seller agrees that time is of the essence in the fulfillment of this Order. Deliveries shall be strictly in accordance with the order delivery schedule. Buyer reserves the right to refuse or return, at Seller's expense, any excess shipments or deliveries made in advance of the order scheduled delivery date. Seller agrees to advise Buyer, as soon as possible, of any delays in meeting the order delivery schedule and the reasons therefore. If a delay is due to causes beyond Seller's and, when applicable, and without fault or negligence of either of them, Buyer may, at its sole discretion, either adjust the delivery schedule or terminate the order for convenience. If the delay is due to Seller's failure, and the failure is not cured within ten (10) days after Seller's receipt of Buyer's notice thereof, buyer may, at its sole discretion, either accept a revised delivery schedule and an equitable reduction in the order price or terminate the order for default. Acceptance of late deliveries shall not constitute a waiver thereof by Buyer.
45. **PUBLIC RELEASE OF INFORMATION:** No public release of information, news release, announcement, advertisement, denial, or confirmation of this order or the subject matter hereof, shall be made without Buyer's prior written approval.
46. **WAIVER OF RIGHTS:** Failure of either party to insist on performance of any provision of this order shall not be construed as a waiver of that provision or a waiver of Buyer's or Seller's right to require compliance with such provision in any later instance. If any provision of this order is found to be illegal or unenforceable under law, that provision shall be deleted; however, all other provisions of this order shall not be affected thereby, and shall remain in full force and effect.
47. **INSOLVENCY:** If Seller ceases to conduct normal business operations (including inability to meet its obligations), or if any proceedings under bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or Seller makes an assignment for the benefit of creditors, Buyer may terminate this order, without liability, except for deliveries previously made and for supplies completed and subsequently delivered in accordance with the terms of the order. In the event of Seller's insolvency, Buyer shall have the right to procure the balance of this order from others without liability.
48. **INSURANCE:**  
 Seller shall procure at its own expense, and at all times during the term of the work such insurance as will protect Seller and System Studies and Simulation, Inc. from claims under workers' compensation and employers' liability, general liability, and automobile liability in such amounts as listed below. Seller shall require the same insurance from independent contractors utilized in connection with this agreement. All such policies shall be written with insurance companies that are authorized in the place where the work is to be performed and have an A.M. Best's rating of A- XII or better.
  - 1) Workers' Compensation insurance in accordance with statutory requirements and Employers' Liability insurance with limits of not less than \$1,000,000 for each accident or disease.
  - 2) Commercial General Liability insurance on an occurrence basis covering premises/operations, products/completed operations, contractor's protective, contractual liability, personal injury, and broad form property damage with minimum limits for bodily injury and property damage of \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. Products/completed operations shall be maintained for not less than one year after acceptance of completed work.



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- 3) Automobile Liability insurance with bodily injury and property damage limits of not less than \$1,000,000 combined single limit covering all owned, hired and non-owned autos.
- 4) Umbrella and/or excess liability coverage written in excess of the coverage provided by the insurance policies described above on a following form basis with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 aggregate
- 5) If Seller is providing Professional Services:  
Professional Liability insurance of \$1,000,000 per claim and \$2,000,000 aggregate protecting against liability from damage arising out of professional errors or omissions in services performed under this agreement. Coverage shall be maintained for a minimum of three years following completion of work.
- 6) If Seller is providing Aviation Services:  
Aviation insurance coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.  
The limits specified above may be attained by individual policies or by a combination of underlying policies with umbrella and/or excess liability policies.

Upon request, Seller shall furnish S<sup>3</sup> with a certificate of insurance evidencing the above coverage. Seller shall provide at least thirty (30) calendar days advance written notice of cancellation or non-renewal, except ten (10) days for non-payment of premium.

System Studies & Simulation, Inc. together with its subsidiaries, directors, officers, managers, partners, agents, servants and employees shall be included as additional insured on general liability, automobile liability and umbrella/excess liability and shall be primary to and non-contributory with, any insurance carried by S<sup>3</sup> that might apply on the same basis.

Seller, on its own behalf, and on behalf of its insurers, hereby agrees and waives any right of subrogation which it or any insurer may have against System Studies and Simulation, Inc., its subsidiaries, directors, officers, managers, partners, agents, servants and employees regarding or relating in any way to work or services provided under this agreement for the policies listed herein. This waiver of subrogation does not extend to Professional Liability. Nothing contained in this section shall be construed as a limitation to Seller's liability under this Agreement.

49. **NOTICE OF LABOR DISPUTES:** When an actual or potential labor dispute or other condition delays or threatens to delay the timely delivery of this order, Seller shall immediately notify Buyer in writing. Such notice shall include all relevant information regarding such dispute or other condition. Seller shall insert the essence of this provision in all Vendors or Subcontractor Agreements issued hereunder.
50. **TITLE OF RISK AND LOSS:** Unless otherwise provided in this Order, the F.O.B. point shall be the delivery destination indicated in this order, and title to the supplies and risk of loss or damage shall pass to Buyer upon Buyer's acceptance of the supplies regardless of where Buyer takes physical possession. If the F.O.B. point is designated as the Seller's location, then title and risk of loss or damage to the supplies shall pass to buyer upon Seller's delivery of the supplies to the carrier.
51. **QUANTITY:** It is Seller's responsibility to furnish the quantity of supplies/services called for in this order. No variation in the quantity specified herein will be accepted as compliance with this order. Buyer reserves the right to return excess shipments at Seller's expense. Under no condition will Buyer accept over shipment or under shipment +/- any product unless stated in the Order.
52. **GRATUITIES:** Seller warrants that is has not offered or given, and will not offer or give to any employee, agent, or representative of Buyer, a payment, gratuity, or kickback for obtaining or rewarding favorable treatment by Buyer with respect to the terms, conditions, price, performance, or award of an order and may result in Buyer's termination of the order and/or notification to Buyer's customer of such breach.
53. **NO EXTRA CHARGES:** The total price payable to Seller hereunder for supplies/services furnished in accordance with the procurement requirements shall be stated in this Order. The price shall not be increased to cover any future seller price increases and shall be inclusive of pacing, packaging, and cartage, premium transportation charges, reusable container, service or carrying charges, permits, fees, and licenses, or any other charges whatsoever unless specifically agreed to in writing by Buyer. No charges will be allowed for boxing, wrapping, cartage, or storage other than those specified in this Order.
54. **LIMITATION OF LIABILITY:** The Buyer's liability to Seller hereunder shall not, under any circumstances, be greater than the total dollar amount of the order indicated herein.

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55. **RETENTION OF RECORDS:** Seller shall retain all documents relative to the Order, subcontract or by law or regulation as stated but no less than three (3) years from the date of final payment received by the Seller. Records related to this order include, but are not limited to, financial, proposal, procurement, specifications, production, receiving records and reports, accuracy, and condition of shipments, inspection, test, quantity and quality to include export and control documentation (if applicable), and certification records when required. At no additional cost, Seller shall timely provide access to such records to the U.S. Government and/or Buyer upon request.
56. **ENTIRE AGREEMENT:** This Order constitutes the entire agreement between Buyer and Seller regarding this order and supersedes all previous written or oral agreements and commitments. No terms or conditions of sale set forth in Seller's quotation or acknowledgment shall be included as a part hereof, nor shall any prior course of dealing, custom, or usage in the trade supersede or modify any Order provisions. Any subsequent additions, deletions, or modifications to this agreement shall not be binding upon the parties unless same are mutually agreed upon and incorporated herein.
57. **ADDITIONAL TERMS AND CONDITIONS:** Certain Government terms and conditions shall apply as applicable if a Government contract number is stated on the face of this Order. These terms and conditions will be those in effect in the Government Prime contract as of the date of the Order.

**FONT COLOR DESIGNATIONS:**

Required under all orders  
 Flow-down from Prime Contract

**All Orders include the following:**

In compliance with Public Law 112-81, (Chapter I.C.3) and DFARS 252.246-7007 "Detection and Avoidance of Counterfeit Parts" the Buyer mitigates counterfeit part risk and may require the Vendor/Subcontractor to provide a certificate of conformance regarding counterfeit parts and conflict minerals in the supply chain. The Buyer will proactively work with its supplier base, industry groups, and Government agencies to conduct and document due diligence to take actions to detect and avoid counterfeit Electronics Parts and is committed to be conflict free pertaining to the use of any Conflict Minerals sourced from Democratic Republic of the Congo or adjoining countries.

**252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016)**

The following paragraphs (a) through (e) of this clause do not apply unless the Contractor is subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1.

(a) *Definitions.* As used in this clause—

"Authorized aftermarket manufacturer" means an organization that fabricates a part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer's designs, formulas, and/or specifications.

"Authorized supplier" means a supplier, distributor, or an aftermarket manufacturer with a contractual arrangement with, or the express written authority of, the original manufacturer or current design activity to buy, stock, repackage, sell, or distribute the part.

"Contract manufacturer" means a company that produces goods under contract for another company under the label or brand name of that company.

"Contractor-approved supplier" means a supplier that does not have a contractual agreement with the original component manufacturer for a transaction, but has been identified as trustworthy by a contractor or subcontractor.


"Counterfeit electronic part" means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Electronic part" means an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly (section 818(f)(2) of Pub. L. 112-81).

"Obsolete electronic part" means an electronic part that is no longer available from the original manufacturer or an authorized aftermarket manufacturer.

"Original component manufacturer" means an organization that designs and/or engineers a part and is entitled to any intellectual property rights to that part.

"Original equipment manufacturer" means a company that manufactures products that it has designed from purchased components and sells those

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products under the company's brand name.

"Original manufacturer" means the original component manufacturer, the original equipment manufacturer, or the contract manufacturer.

"Suspect counterfeit electronic part" means an electronic part for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the electronic part is authentic.

(b) Acceptable counterfeit electronic part detection and avoidance system. The Contractor shall establish and maintain an acceptable counterfeit electronic part detection and avoidance system. Failure to maintain an acceptable counterfeit electronic part detection and avoidance system, as defined in this clause, may result in disapproval of the purchasing system by the Contracting Officer and/or withholding of payments and affect the allowability of costs of counterfeit electronic parts or suspect counterfeit electronic parts and the cost of rework or corrective action that may be required to remedy the use or inclusion of such parts (see DFARS [231.205-71](#)).

(c) *System criteria.* A counterfeit electronic part detection and avoidance system shall include risk-based policies and procedures that address, at a minimum, the following areas:

(1) The training of personnel.

(2) The inspection and testing of electronic parts, including criteria for acceptance and rejection. Tests and inspections shall be performed in accordance with accepted Government- and industry-recognized techniques. Selection of tests and inspections shall be based on minimizing risk to the Government. Determination of risk shall be based on the assessed probability of receiving a counterfeit electronic part; the probability that the inspection or test selected will detect a counterfeit electronic part; and the potential negative consequences of a counterfeit electronic part being installed (e.g., human safety, mission success) where such consequences are made known to the Contractor.

(3) Processes to abolish counterfeit parts proliferation.

(4) Risk-based processes that enable tracking of electronic parts from the original manufacturer to product acceptance by the Government, whether the electronic parts are supplied as discrete electronic parts or are contained in assemblies, in accordance with paragraph (c) of the clause at [252.246-7008](#), Sources of Electronic Parts (also see paragraph (c)(2) of this clause).

(5) Use of suppliers in accordance with the clause at [252.246-7008](#).

(6) Reporting and quarantining of counterfeit electronic parts and suspect counterfeit electronic parts. Reporting is required to the Contracting Officer and to the Government-Industry Data Exchange Program (GIDEP) when the Contractor becomes aware of, or has reason to suspect that, any electronic part or end item, component, part, or assembly containing electronic parts purchased by the DoD, or purchased by a Contractor for delivery to, or on behalf of, the DoD, contains counterfeit electronic parts or suspect counterfeit electronic parts. Counterfeit electronic parts and suspect counterfeit electronic parts shall not be returned to the seller or otherwise returned to the supply chain until such time that the parts are determined to be authentic.

(7) Methodologies to identify suspect counterfeit parts and to rapidly determine if a suspect counterfeit part is, in fact, counterfeit.

(8) Design, operation, and maintenance of systems to detect and avoid counterfeit electronic parts and suspect counterfeit electronic parts. The Contractor may elect to use current Government- or industry-recognized standards to meet this requirement.

(9) Flow down of counterfeit detection and avoidance requirements, including applicable system criteria provided herein, to subcontractors at all levels in the supply chain that are responsible for buying or selling electronic parts or assemblies containing electronic parts, or for performing authentication testing.

(10) Process for keeping continually informed of current counterfeiting information and trends, including detection and avoidance techniques contained in appropriate industry standards, and using such information and techniques for continuously upgrading internal processes.


(11) Process for screening GIDEP reports and other credible sources of counterfeiting information to avoid the purchase or use of counterfeit electronic parts.

(12) Control of obsolete electronic parts in order to maximize the availability and use of authentic, originally designed, and qualified electronic parts throughout the product's life cycle.

(d) Government review and evaluation of the Contractor's policies and procedures will be accomplished as part of the evaluation of the Contractor's purchasing system in accordance with [252.244-7001](#), Contractor Purchasing System Administration--Basic, or Contractor Purchasing System Administration--Alternate I.

(e) The Contractor shall include the substance of this clause, excluding the introductory text and including only paragraphs (a) through (e), in subcontracts, including subcontracts for commercial items, for electronic parts or assemblies containing electronic parts.


(End of clause)

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**All Orders include the following:**

FAR REFERENCE	TITLE OF CLAUSE
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
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.204-19	Incorporation by Reference of Representations and Certifications
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.208-8	Required Sources for Helium and Helium Usage Data
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirement
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items
52.214-26	Audit and Records – Sealed Bidding
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data – Modifications – Sealed Bidding
52.214-28	Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding
52.215-23	Limitation on Pass-Through Charges
52.216-7	Allowable Cost and Payment (Cost Reimbursement or Time & Materials)
52.219-8	Utilization of Small Business Concerns
52.222-1	Notice to the Government of Labor Disputes
52.222-12	Contract Termination-Debarment
52.222-21	Prohibition of Segregated Facilities
52.222-22	Previous Contracts and Compliance Reports
52.222-25	Affirmative Action Compliance
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Veterans
52.222-36	Equal Opportunity for Workers with Disabilities
52.222-37	Employment Reports on Veterans
52.222-40	Notification of Employee Rights under the National Labor Relations Act
52.222-50	Combating Trafficking in Persons
52.222-55	Minimum Wages under Executive Order 13658
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-5	Pollution Prevention and Right-to-Know Information
52.223-5	Pollution Prevention and Right-to-Know Information – Alternate I
52.223-5	Pollution Prevention and Right-to-Know Information – Alternate II
52.223-6	Drug-Free Workplace
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-2	Buy American Act Certificate
52.225-13	Restrictions on Certain Foreign Purchases
52.225-18	Place of Manufacture
52.225-26	Contractors Performing Private Security Functions outside the United States
52.227-3	Patent Indemnity
52.227-6	Royalty Information
52.232-7	Payments under Time & Materials and Labor Hour Contracts
52.232-40	Providing Accelerated Payments to Small Business Contractors
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
52.244-6	Subcontracts for Commercial Items
52.246-16	Responsibility for Supplies
52.247-63	Preference for U.S.-Flag Air Carriers
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels



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Orders with a referenced Contract or Subcontract Number on the face of the Order: (as applicable)

FAR REFERENCE	TITLE OF CLAUSE
52.204-2	Security Requirements
52.204-2	Security Requirements – Alternate I
52.204-2	Security Requirements – Alternate II
52.204-4	Printed or Copied Double-Sided on Recycled Paper
52.204-9	Personal Identity Verification of Contractor Personnel
52.204-11	American Recovery and Reinvestment Act – Reporting Requirements
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts
52.207-3	Right of First Refusal of Employment
52.209-5	Certification Regarding Responsibility Matters
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-11	Price Reduction for Defective Cost or Pricing Data-Modifications
52.216-4	Economic Price Adjustment – Labor and Material
52.216-8	Fixed Fee
52.216-18	Ordering
52.216-22	Indefinite Quantity
52.217-8	Option to Extend Services
52.217-9	Option to Extend the Term of the Contract
52.222-8	Payrolls and Basic Records
52.222-9	Apprentices and Trainees
52.222-10	Compliance with Copeland Act Requirements
52.222-11	Subcontracts (Labor Standards)
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations
52.222-14	Disputes Concerning Labor Standards
52.222-15	Certification of Eligibility
52.222-16	Approval of Wage Rates
52.222-19	Child labor – Cooperation with Authorities and Remedies
52.222-29	Notification of Visa Denial
52.222-34	Project Labor Agreement
52.222-42	Statement of Equivalent Rates for Federal Hires
52.222-43	Fair Labor Standards Act and Service Contract Act–Price Adjustment (Multiple Year & Option Contracts)
52.222-44	Fair Labor Standards Act and Service Contract Act–Price Adjustment
52.222-51	Exemption from the Applications of the Service Contract Act to Contracts for Maintenance, Calibration or Repair of Certain Equipment – Requirements
52.222-53	Exemption from the Applications of the Service Contract Act to Contracts for Certain Services – Requirements
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan
52.222-99	Notification of Employee Rights under the National Labor Relations Act
52.223-2	Affirmative Procurement of Biobased Products under Service and Construction Contracts
52.223-7	Notice of Radioactive Materials
52.223-9	Estimate of Percentage Recovered Material Content for EPA Designated Items
52.223-9	Estimate of Percentage Recovered Material Content for EPA Designated Items – Alternate I
52.223-11	Ozone – Depleting Substances
52.223-14	Toxic Chemical Release Reporting
52.223-15	Energy Efficiency in Energy – Consuming Products
52.223-16	IEEE 1660 Standard for the Environmental Assessment of Personal Computer Products
52.223-16	IEEE 1660 Standard for the Environmental Assessment of Personal Computer Products – Alternate I
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts
52.223-19	Compliance with Environmental Management Systems
52.224-1	Privacy Act Notification
52.224-2	Privacy Act



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52.225-1	Buy American Act –Supplies
52.225-8	Duty Free Entry
52.225-9	Buy American Act – Construction Materials
52.225-10	Notice of Buy American Act requirement – Construction Materials
52.225-10	Notice of Buy American Act requirement – Construction Materials – Alternate I
52.225-11	Buy American Act – Construction Materials under Trade Agreements
52.225-12	Notice of Buy American Act Requirement – Construction Materials under Trade Agreements
52.225-12	Notice of Buy American Act Requirement – Construction Materials under Trade Agreements – Alternate I
52.225-12	Notice of Buy American Act Requirement – Construction Materials under Trade Agreements – Alternate II
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States
52.225-21	Required Use of American Iron, Steel, and Manufactured Goods-Buy American Statute-Construction Materials
52.225-22	Notice of Required Use of American Iron, Steel, and Manufactured Goods – Buy American Statute - Construction Materials
52.225-23	Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Act- Construction Materials under Trade Agreements
52.225-24	Notice of Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Act- Construction Materials under Trade Agreements
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises
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
52.227-13	Patent Rights – Ownership by the Government – Alternate I
52.227-13	Patent Rights – Ownership by the Government – Alternate II
52.227-14	Rights in Data-General - Alternate I
52.227-14	Rights in Data-General - Alternate II
52.227-14	Rights in Data-General - Alternate III
52.227-14	Rights in Data-General - Alternate IV
52.227-14	Rights in Data-General - Alternate V
52.227-15	Representation of Limited Rights Data and Restricted Computer Software
52.227-16	Additional Data Requirements
52.227-17	Rights in Data – Special Works
52.227-18	Rights in Data – Existing Works
52.227-19	Commercial Computer Software License
52.227-20	Rights in Data SBIR Program
52.227-21	Technical Data Declaration, Revision and Withholding of Payment-Major Systems
52.227-22	Major System – Minimum Rights
52.227-23	Rights to Proposal Data (Technical)
52.228-3	Workers' Compensation Insurance (Defense Base Act)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas
52.228-5	Insurance – Work on a Government Installation
52.228-7	Insurance – Liability to Third Persons
52.229-6	Taxes – Foreign Fixed-Price Contracts
52.229-7	Taxes – Fixed-Price Contracts with Foreign Governments
52.229-8	Taxes – Foreign Cost-Reimbursement Contracts
52.229-9	Taxes – Cost-Reimbursement Contracts with Foreign Governments
52.229-10	State of New Mexico Gross Receipts and Compensating Tax
52.232-16	Progress Payments ( <i>Notwithstanding 52.232-16(d)</i> )
52.232-17	Interest
52.232-18	Availability of Funds
52.232-19	Availability of Funds for the Next Fiscal Year



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52.232-20	Limitation of Cost
52.232-22	Limitation of Funds
52.232-23	Assignment of Claims
52.232-23	Assignment of Claims – Alternate I
52.232-32	Performance-Based Payments
52.232-39	Unenforceability of Unauthorized Obligations
52.234-2	Notice of Earned Value Management System – Pre-Award IBR
52.234-3	Notice of Earned Value Management System – Post Award IBR
52.234-4	Earned Value Management System
52.236-2	Differing Site Conditions
52.236-13	Accident Prevention
52.236-13	Accident Prevention – Alternate I
52.237-2	Protection of Government Buildings, Equipment and Vegetation
52.237-3	Continuity of Services
52.237-7	Indemnification and Medical Liability Insurance
52.237-9	Waiver of Limitation on Severance Payments to Foreign Nationals
52.237-10	Identification of Uncompensated Overtime
52.239-1	Privacy or Security Safeguards
52.242-1	Notice of Intent to Disallow Costs
52.242-3	Penalties for Unallowable Costs
52.242-4	Certification of Final Indirect Costs
52.242-13	Bankruptcy
52.242-15	Stop-Work Order
52.242-15	Stop-Work Order – Alternate I
52.242-17	Government Delay of Work ( <i>Fixed Price Subcontracts for Supplies</i> )
52.243-1	Changes – Fixed Price
52.243-1	Changes – Fixed Price – Alternate I
52.243-1	Changes – Fixed Price – Alternate II
52.243-1	Changes – Fixed Price – Alternate III
52.243-1	Changes – Fixed Price – Alternate IV
52.243-1	Changes – Fixed Price – Alternate V
52.243-2	Changes – Cost Reimbursement
52.243-2	Changes – Cost Reimbursement – Alternate I
52.243-2	Changes – Cost Reimbursement – Alternate II
52.243-2	Changes – Cost Reimbursement – Alternate III
52.243-2	Changes – Cost Reimbursement – Alternate V
52.243-3	Changes – Time-and-Materials or Labor-Hours
52.243-4	Changes
52.243-5	Changes and Changed Conditions
52.243-6	Change Order Accounting
52.244-5	Competition in Subcontracting
52.245-1	Government Property
52.245-1	Government Property – Alternate I
52.245-1	Government Property – Alternate II
52.245-2	Government Property Installation Operation Services
52.245-9	Use & Charges ( <i>when FAR 52.245-1 is incorporated</i> )
52.246-1	Contractor Inspection Requirements
52.246-2	Inspection of Supplies – Fixed-Price
52.246-2	Inspection of Supplies – Fixed-Price – Alternate I
52.246-2	Inspection of Supplies – Fixed-Price – Alternate II
52.246-3	Inspection of Supplies – Cost-Reimbursement
52.246-4	Inspection of Services – Fixed-Price



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52.246-5	Inspection of Services – Cost-Reimbursement
52.246-6	Inspection – Time-and-Material and Labor-Hour
52.246-6	Inspection – Time-and-Material and Labor-Hour – Alternate I
52.246-7	Inspection of Research and Development – Fixed-Price
52.246-8	Inspection of Research and Development – Cost-Reimbursement
52.246-8	Inspection of Research and Development – Cost-Reimbursement – Alternate I
52.246-9	Inspection of Research and Development ( <i>Short Form</i> )
52.246-17	Warranty of Supplies of a Noncomplex Nature
52.246-18	Warranty of Supplies of a Complex Nature
52.246-19	Warranty of Systems and Equipment under Performance Specifications or Design Criteria
52.246-20	Warranty of Services
52.246-23	Limitation of Liability
52.246-24	Limitation of Liability – High-Value Items
52.246-25	Limitation of Liability – Services
52.247-1	Commercial Bill of Lading Notations
52.247-3	Capability to Perform a Contract for the Relocation of a Federal Office
52.247-55	F.O.B. Point for Delivery of Government-Furnished Property
52.248-1	Value Engineering
52.248-1	Value Engineering – Alternate I
52.248-1	Value Engineering – Alternate II
52.248-1	Value Engineering – Alternate III
52.248-3	Value Engineering – Construction
52.248-3	Value Engineering – Construction – Alternate I
52.249-14	Excusable Delays
52.253-1	Computer Generated Forms

**All Orders exceeding \$2,000 include the following:**

52.222-16 Approval of Wage Rates

**All Orders exceeding \$3,500 include the following (Micro-purchase threshold) (if applicable):**

52.222-3 Convict Labor

52.222-41 Service Contract Labor Standards

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications

**All Orders exceeding \$10,000 include the following (if applicable):**

52.222-27 Affirmative Action Compliance Requirements for Construction

52.222-40 Notification of Employee Rights under the National Labor Relations Act

**All Orders exceeding \$15,000 include the following (if applicable):**

52.222-20 Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000

52.222-36 Equal Opportunity for Workers with Disabilities

**All Orders exceeding \$25,000 include the following (if applicable):**

52.225-3 Buy American Act –Free Trade Agreements – Israeli Trade Act

52.225-3 Buy American Act – Free Trade Agreements – Israeli Trade Act – Alternate I

52.225-4 Buy American Act-Free Trade Agreements – Israeli Trade Act Certificate

52.225-4 Buy American Act-Free Trade Agreements – Israeli Trade Act Certificate – Alternate I

**All Orders exceeding \$30,000 include the following (if applicable):**

52.204-10 Reporting Executive Compensation and First Tier Subcontract Awards





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**All Orders exceeding \$35,000 include the following (if applicable):**

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

**All Orders exceeding \$50,000 include the following (if applicable):**

52.225-3 Buy American Act – Free Trade Agreements – Israeli Trade Act – Alternate II  
52.225-4 Buy American Act-Free Trade Agreements – Israeli Trade Act Certificate – Alternate II

**All Orders exceeding \$77,533 include the following (if applicable):**

52.225-3 Buy American Act – Free Trade Agreements – Israeli Trade Act – Alternate III  
52.225-4 Buy American Act-Free Trade Agreements – Israeli Trade Act Certificate – Alternate III

**All Orders exceeding \$191,000 include the following (if applicable):**

52.225-5 Trade Agreements  
52.225-6 Trade Agreements Certificate

**All Orders exceeding \$250,000 include the following (Simplified Acquisition Threshold) (if applicable):**

52.202-1 Definitions  
52.203-3 Gratuities  
52.203-5 Covenant Against Contingent Fees  
52.203-6 Restrictions on Subcontractor Sales to the Government  
52.203-6 Restrictions on Subcontractor Sales to the Government, Alternate I  
52.203-7 Anti-Kickback Procedures  
52.203-11 Certifications and Disclosure Re: Payment to Influence Certain Federal Officials  
52.203-12 Limitation on Payment to Influence Certain Federal Transactions  
52.203-16 Preventing Personal Conflicts of Interest  
52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights  
52.215-2 Audit and Records Negotiation  
52.215-14 Integrity of Unit Prices  
52.222-2 Payment for Overtime Premiums – Subparagraph (a) Add "0"  
52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation  
52.222-17 Nondisplacement of Qualified Workers  
52.222-35 Equal Opportunity for Veterans  
52.222-37 Employment Reports on Veterans  
52.222-38 Compliance with Veterans' Employment Reporting Requirements  
52.222-54 Employment Eligibility Verification  
52.227-1 Authorization and Consent  
52.227-1 Authorization and Consent – Alternate I  
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement  
52.229-3 Federal State and Local Taxes  
52.229-4 Federal, State, and Local Taxes (State and Local Adjustments)  
52.233-2 Service of Protest  
52.233-3 Protest After Award

**All Orders exceeding \$750,000 include the following:**

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  
52.215-16 Facilities Capital Cost of Money  
52.215-17 Waiver of Facilities Capital Cost of Money  
52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PBR) Other Than Pensions  
52.215-19 Notification of Ownership Changes



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52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Alternate I
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Alternate II
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Alternate III
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Alternate IV
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications-Alternate I
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications-Alternate II
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications-Alternate III
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications-Alternate IV
52.219-9	Small Business Subcontracting Plan
52.219-16	Liquidated Damages – Subcontracting Plan
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
52.230-5	Cost Accounting Standards –Educational Institution
52.230-6	Administration of Cost Accounting Standards

**All Orders exceeding \$5,500,000 include the following:**

52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Poster(s)

**All Orders exceeding \$10,000,000 include the following:**

52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation
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**Orders include the follow DFARS clauses (if applicable):**

**DFARS REFERENCE    TITLE OF CLAUSE**

252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.204-7000	Disclosure of Information
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Information
252.204-7010	Requirement for Contractor to Notify DOD If Contractor Activities Are Subject To Reporting Under the US-International Atomic Energy Agency Additional Protocol
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7015	Disclosure of Information to Litigation Support Contractors
252.208-7000	Intent to Furnish Precious Metals as Government Furnished Material
252.211-7000	Acquisition Streamlining
252.211-7003	Item Identification and Valuation
252.211-7007	Reporting of Government Furnished Property
252.212-7001	Contract Terms and Conditions Required to Implement Statutes Or Executive Orders Applicable To Defense Acquisitions Of Commercial Items
252.215-7004	Excessive Pass-Through Charges
252.222-7000	Restrictions on Employment of Personnel
252.222-7007	Representation Regarding Combating Trafficking in Persons
252.223-7002	Safety Precautions for Ammunitions and Explosives
252.223-7006	Prohibition on Storage and Disposal of Toxic Hazardous Material
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition and Explosives
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7004	Report of Intended Performance Outside the United States and Canada – Submission after award
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States



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- 252.225-7007 Prohibition of Acquisition of United States Acquisition List Items from Communist Chinese Military Companies
- 252.225-7008 Restriction on Acquisition of Specialty Metals
- 252.225-7009 Restriction on Acquisition of Certain Articles containing Specialty Metals
- 252.225-7013 Duty Free Entry
- 252.225-7048 Export-Controlled Items
- 252.225-7994 Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (Deviation 2015-O0013)
- 252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility (Deviation 2015-O0009)
- 252.229-7002 Customs Exemptions (Germany)
- 252.229-7003 Tax Exemptions (Italy)
- 252.243-7002 Requests for Equitable Adjustment
- 252.245-7004 Reporting, Reutilization, and Disposal
- 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System
- 252.246-7008 Sources of Electronic Parts

**Orders include the follow GSAR clauses (if applicable):**

**GSAR REFERENCE**    **TITLE OF CLAUSE**

- 552.211-71 Standard References
- 552.211-80 Age on Delivery
- 552.215-70 Examination of Records by GSA (*if Order exceeds \$100,000*)
- 552.237-71 Qualifications of Employees
- 552.237-73 Restriction of Disclosure of Information
- 552.203-71 Restriction on Advertising
- 552.204-9 Personal Identity Verification Requirements
- 552.211-72 Reference to Specifications in Drawings
- 552.211-79 Acceptable Age of Supplies
- 552.211-79 Acceptable Age of Supplies - Alternate I
- 552.223-71 Nonconforming Hazardous Materials
- 552.227-70 Government Rights (Unlimited) (*Applicable to construction and Architect & engineering services orders*)
- 552.227-71 Drawings and Other Data to Become Property of Government (*Applicable to construction and Architect & engineering services orders*).
- 552.228-5 Government as Additional Insured
- 552.232-23 Assignment of Claims
- 552.236-74 Working Hours (*If Order is for construction and exceeds \$100,000*)
- 552.236-75 Use of Premises (*If Order is for construction*)
- 552.236-76 Measurements (*If Order is for construction*)
- 552.236-77 Specifications and Drawings (*If Order is for construction and exceeds \$100,000*)
- 552.236-78 Shop Drawings, Coordination Drawings, and Schedules (*If Order is for construction and exceeds \$100,000*)
- 552.236-80 Heat (*If Order is for construction*)
- 552.236-81 Use of Equipment by the Government
- 552.236-83 Requirement for a Project Labor Agreement
- 552.237-73 Restriction on Disclosure of Information
- 552.246-70 Source Inspection by Quality Approved Manufacturer (paragraphs (a) through (d).
- 552.215-70 Examination of Records by GSA