
Supplement I – Federal Acquisition Regulations (FAR) U.S. Government Contract Provisions

A. INCORPORATION OF FAR CLAUSES

The Federal Acquisition Regulation (FAR) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, during the performance of this Contract. When a FAR clause uses a word or term that is defined in the FAR, the word or term shall have the same meaning as in the definition in FAR 2.101 in effect on the date of this Contract unless (i) a different definition is expressly set forth in this Contract; or (ii) the part, subpart, or section of the FAR where the clause is prescribed provides a different meaning; or (iii) the word or term is defined in FAR Part 31, for use in the cost principles and procedures. If the date or substance of any of the clauses listed below is different than the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act of 1978, as amended, shall have no application to this Contract. Any reference to "Disputes" clause shall mean the "Disputes" clause contained in the Contract.

B. GOVERNMENT SUBCONTRACT

This Contract is entered into by Buyer and Supplier in support of a U.S. Government Contract.

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

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means the Agreement, to which this Exhibit 1A is attached.
3. "Contractor" means Supplier, as defined in the Contract, acting as the immediate (first-tier) subcontractor to Buyer
4. "Prime Contract" means the contract between Buyer and the U.S. Government or between Buyer and its higher-tier contractor in support of a contract with the U.S. Government.
5. "Subcontract" means any contract placed by Contractor or lower-tier subcontractors under this Contract.

C. NOTES

1. Substitute "Buyer" for "Government" or "United States" throughout this clause.
2. Substitute "Buyer Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and Buyer" after "Government" or "Contracting Officer", as appropriate, throughout this clause.
4. Insert "or Buyer" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to Supplier to/from the Contracting Officer shall be through the Buyer Procurement Representative.
6. If any FAR Clauses do not apply to a specific Purchase Order, such clauses are considered self-deleting.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

Supplier shall, at the request of Buyer, accept amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

E. PRESERVATION OF THE GOVERNMENT'S RIGHTS

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

F. FAR FLOWDOWN CLAUSES

1. The following FAR clauses apply to this Contract:

- 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT 2009
- 52.204-2 SECURITY REQUIREMENTS
- 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS
- 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR IDIQ CONTRACTS
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
- 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
- 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS
- 52.211-5 MATERIAL REQUIREMENTS
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA
- 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS
- 52.215-22 LIMITATION ON PASS THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT
- 52.215-23 LIMITATION ON PASS THROUGH CHARGES
- 52.222-41 SERVICE CONTRACT ACT OF 1965
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION
- 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658
- 52.225-1 BUY AMERICAN ACT - SUPPLIES
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
- 52.227-14 RIGHTS IN DATA - GENERAL
- 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III
- 52.239-1 PRIVACY OR SECURITY SAFEGUARDS
- 52.242-13 BANKRUPTCY

- 52.242-15 STOP-WORK ORDER
- 52.243-1 CHANGES - FIXED PRICE
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS
- 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE
- 52.246-4 INSPECTION OF SERVICES - FIXED PRICE
- 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
- 52.249-8 DEFAULT (FIXED PRICE SUPPLY AND SERVICE)

2. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$10,000:

- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES
- 52.222-26 EQUAL OPPORTUNITY
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

3. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$30,000.00:

- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS.

4. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$150,000:

- 52.203-3 GRATUITIES
- 52.203-5 COVENANT AGAINST CONTINGENT FEES
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
- 52.203-7 ANTI-KICKBACK PROCEDURES
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
- 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST
- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
- 52.215-2 AUDIT AND RECORDS-NEGOTIATION
- 52.215-14 INTEGRITY OF UNIT PRICES
- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERRANS
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS
- 52.222-50 COMBATting TRAFFICKING IN PERSONS (\$500,000)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

52.227-1 AUTHORIZATION AND CONSENT

5. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$650,000:

- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS
- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN
- 52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN

6. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$750,000:

- 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
- 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS
- 52.230-2 COST ACCOUNTING STANDARDS
- 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS

7. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$5,000,000:

- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
- 52.203-14 DISPLAY OF HOTLINE POSTERS

8. The following clauses apply to this Contract:

For Orders issued on or after June 21, 2010, the requirements of 29 CFR Part 471, Appendix A to Subpart A, if applicable.

Supplier shall indemnify and hold Buyer harmless from and against any price reduction in Buyer's Government contract, as well as Buyer's reasonable attorney fees and other direct costs to defend Government contract claims when said reduction is attributable to the failure of Supplier or Supplier's subcontractors to properly discharge applicable duties under the Truth in Negotiation Act, the Cost Accounting Standards and other applicable clauses incorporated by reference in accordance with this provision.

G. CERTIFICATIONS AND REPRESENTATIONS

- (1) **This Subsection (G) contains certifications and representations that are material representations of fact upon which Buyer will rely in making awards to Contractor. By submitting its written offer, or providing oral offers/quotations at the request of Buyer, or accepting any Contract, Contractor certifies to the representations and certifications as set forth below in this Subsection II(G). These certifications and representations shall apply whenever these terms and conditions are incorporated by reference in any Contract, agreement, other contractual document or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by Buyer. Contractor shall immediately notify Buyer of any change of status with regard to these certifications and representations.**

- (2) The following clauses of the FAR) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable to this Contract. In each clause incorporated below, substitute "BUYER" for "Government" and "Contracting Agency," and "BUYER Procurement Representative" for "Contracting Officer" throughout.

FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts exceeding \$150,000)

(i) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(ii) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(iii) *Certification.* Contractor hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(iv) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, Contractor shall complete and submit, with its offer, to Buyer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Contractor need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(v) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

FAR 52.209-5 -- Certification Regarding Responsibility Matters (Applies to Contracts that exceed \$150,000)

(1) The Supplier certifies, to the best of its knowledge and belief, that -

(i) The Supplier and/or any of its Principals -

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Supplier has not within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, and United States Code.

(b) The Supplier shall provide immediate written notice to the Buyer Procurement Representative if, at any time prior to contract award, the Supplier learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Supplier's responsibility. Failure of the Supplier to furnish a certification or provide such additional information as requested by the Buyer Procurement Representative may render the Supplier nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Supplier is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Supplier knowingly rendered an erroneous certification, in addition to other remedies available to the Buyer, Buyer may terminate the contract resulting from this solicitation for default.

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

(1) Contractor certifies that, to the best of its knowledge and belief, that Contractor and/or any of its Principals, (as defined in FAR 52.209-6) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

(2) Contractor shall provide immediate written notice to Buyer if, any time prior to award of any Contract, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

FAR 52.222-22 Previous Contracts and Compliance Reports.

Contractor represents that if Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26) (i) Contractor has filed all required compliance reports and: (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

FAR 52.222-25 Affirmative Action Compliance.

Contractor represents (1) that Contractor has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 C.F.R. 60-1 and 60-2), or (2) that in the event such a program does not presently exist, Contractor will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this Contract.

Certification Regarding Political Contributions, Fees, and Commissions Paid In Connection with Sales Subject to the Provisions of the Arms Export Control Act. In compliance with 22 C.F.R. 130, neither Contractor nor its subcontractors at any tier have paid, offered or agreed to pay, or will pay or offer or agree to pay, in respect to the Work which is to be provided to Buyer under any Contract awarded, political contributions, fees, or commissions in amounts as specified in 22 C.F.R. 130.9.

Certification Regarding Registration with the U.S. Department of State. Directorate of Defense Trade Controls: **In compliance with ITAR, Contractor is registered with the United States Office of Defense Trade Controls.**

Certification Regarding Additional Contractor Requirements and Responsibilities Restricting the Use of Mandatory Agreements. (Applicable to solicitations/contracts which exceed \$1,000,000.). Contractor certifies it agrees not to enter into, and not take any action to enforce any provision of any agreement with respect to any employee of independent contractor performing work related to such subcontract in accordance with Office of the Under Secretary of Defense Class Deviation No. 2010-O0004 (FEB 2010) to Implement Additional Contractor Requirements and Responsibilities Restricting the Use of Mandatory Agreements. Contractor additionally certifies that it shall flow down the requirements of this clause on all its applicable subcontracts.