



## **Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) provisions required to be incorporated (flowed down) in for subcontracts/purchase orders for commercial items under a United States Department of Defense Prime Contract**

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### **1. INCORPORATION OF FAR AND DFARS CLAUSES**

- 1.1 The FAR and DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from 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.
- 1.2 The Contracts Disputes Act shall have no application to this Contract, and nothing in this Contract grants SELLER a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract.
- 1.3 SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included in this Contract.
- 1.4 The terms and conditions in their most current issue apply to all Marvin Test Solutions (MTS) orders issued under a prime or subcontract in which the prime contract was issued by the:
  - A. All US Government Agencies: Federal Acquisition Regulations (FAR)
  - B. Department of Defense the Defense: Department of Defense Federal Acquisition Regulations (DFARS)

#### **NOTE:**

1. FAR Supplement clauses issued by U.S. Army, U.S. Navy and U.S. Air Force applicable to this order will be listed on a separate attachment to the order.
2. FAR Supplements clauses issued by other U.S. Government Agencies, such as NASA or GSA, applicable to this order will be listed on a separate attachment to this order.

Clauses in this document may not be applicable to specific purchase orders due to the type of subcontract/purchase order to be issued, dollar thresholds under requirements of the FAR, DFARS or public law or mandatory flow down requirements of a particular prime contract. Clauses not applicable for these reasons shall not be removed from this document but will be considered by all parties to be without force and effect.

### **2.0 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DFARS 252.222-7006).** Applicable to all subcontracts, task orders and Purchase Orders at every tier that utilize funds appropriated or otherwise made available by the Fiscal Year 2010 Defense Appropriations Act or subsequent DoD appropriations acts for any contract (including task or delivery orders and bilateral modifications adding new work) in excess of \$1 million except for commercial items and commercially available off-the-shelf items.

- 2.1 Seller agrees not to –
  - a) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or
  - b) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention.
- 2.2 Seller agrees to flow down this provision in all subcontracts, task orders and Purchase Orders at every tier that will be funded with in excess of \$1 million of Fiscal Year 2010 funds, except for those for commercial items, including commercially available off-the-shelf items.
- 2.3 Failure to comply with this provision will be considered a material breach and, at the sole discretion of the Buyer, may result in termination for default or cause.



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**3.0 FAR/DFARS CLAUSE FLOW-DOWNS FOR U.S. GOVERNMENT CONTRACTS.**

- 3.1.** When the materials or Products furnished are for use in connection with a US Government contract or subcontract, then in addition to Marvin’s Purchase Order General Terms and Conditions, the following provisions shall also apply, as required by the terms of the prime contract, or by operation of law or regulation. The US Government’s Federal Acquisition Regulation (FAR) clauses and the US Department of Defense Federal Acquisition Regulation Supplement (DFARS) clauses cited below, where applicable by their terms, are incorporated herein by reference as if set forth in full text. The full texts of all clauses incorporated by reference are available at <http://www.acquisition.gov/>. The effective version of each FAR or DFARS clause shall be the same version as that which appears in Buyer’s prime contract, or higher-tier subcontract under which this Agreement is a subcontract. In the event of a conflict between Marvin’s Purchase Order General Terms and Conditions and these FAR/DFARS provisions, Marvin’s Purchase Order General Terms and Conditions shall control.
- 3.2.** In all clauses listed herein, the terms “Government”, “Contracting Officer” and “Contractor” shall be revised to suitably identify the contracting parties herein and effect the proper intent of the provision except where further clarified or modified below. “Subcontractor”, however, shall mean “Seller’s Subcontractor” under the Purchase Order.

**A. APPLICABLE TO ALL ORDERS WITHOUT REGARD TO DOLLAR VALUE:**

**FAR:** The following FAR clauses apply to all contracts, purchase orders, delivery orders, or agreements (for commercial and Non-Commercial items) between Marvin and the Seller where the end customer is the United States Government (“USG”):

1. Definitions .....	52.202-1
2. Price or Fee Adjustment for Illegal or Improper Activity Other than COTS Items.....	52.203-10
3. Whistleblower Protections under the American Recovery and Reinvestment Act of 2009.....	52.203-15
4. Preventing Personal Conflicts of Interest.....	52.203-16
5. Prohibition on Requiring Certain Internal Confidentiality Agreement of Statement .....	52.203-19
6. Prohibition on Requiring Certain Internal Confidentiality Agreements.....	52.203-19
7. Security Requirements .....	52.204-2
8. Systems for Award Management.....	52.204-7
9. Representations and Certifications .....	52.204-8
10. Personal Identify Verification of Contractor Personnel .....	52.204-9
11. Service Contract Reporting Requirements for Indefinite Delivery Contracts .....	52.204-15
12. Basic Safeguarding of Covered Contractor Information System.....	52.204-21
13. Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.....	52.204-23
14. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.....	52.204-24
15. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.....	52.204-25
16. Covered Telecommunications Equipment of Services – Representation.....	52.204-26
17. Prohibition on a ByteDance Covered Application.....	52.204-27
18. Prohibition on Contract with Inverted Domestic Corporations.....	52.209-10
19. Material Requirements .....	52.211-5
20. Alternatives to Government-Unique Standards .....	52.211-7
21. Defense Priority and Allocation Requirements .....	52.211-15
22. Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items.....	52.212-5
23. Terms and Conditions – Simplified Acquisitions (other than Commercial items).....	52.213-4
24. Small Business Program Representations .....	52.219-1



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25. Post-Award Small Business Program Representation .....	52.219-28
26. Notice to the Government of Labor Disputes (Substitute MTS for Government) .....	52.222-1
27. Convict Labor .....	52.222-3
28. Child Labor – Cooperation with Authorities and Remedies .....	52.222-19
29. Equal Opportunity .....	52.222-26
30. Contract Labor Standards .....	52.222-41
31. Combating Trafficking in Persons .....	52.222-50
32. Wages Under Executive Order 13658 .....	52.222-55
33. Paid Sick Leave Under Executive Order 13706 .....	52.222-62
34. Hazardous Material Identification & Material Safety Data – “Government” means “Government & Buyer” .....	52.223-3
35. Drug-Free Workplace .....	52.223-6
36. Notice of Radioactive Materials .....	52.223-7
37. Depleting Substances .....	52.223-11
38. Privacy Training .....	52.224-3
39. Buy American Act – Supplies .....	52.225-1
40. Trade Agreement .....	52.225-5
41. Agreements – Certificate .....	52.225-6
42. Duty-Free Entry .....	52.225-8
43. Restrictions on Certain Foreign Purchases .....	52.225-13
44. Place of Manufacturer (applicable to solicitations) .....	52.225-18
45. Authorization and Consent – ALTERNATE I .....	52.227-1
46. Notice and Assistance Regarding Patent and Copyright Infringement .....	52.227-2
47. Royalty Information .....	52.227-6
48. Additional Data Requirements .....	52.227-16
49. Refund of Royalties .....	52.227-9
50. Filing of Patent Applications – Classified Subject Matter .....	52.227-10
51. Patent Rights – Ownership by the Contractor .....	52.227-11
52. Patent Rights—Ownership by the Government .....	52.227-13
53. Rights in Data – General .....	52.227-14
54. Commercial Computer Software License .....	52.227-19
55. Insurance – Work on a Government Installation .....	52.228-5
56. Federal, State and Local Taxes .....	52.229-3
57. Disclosure and Consistency of Accounting Practices .....	52.230-3
58. Providing Accelerated Payments to Small Business Subcontractors (applicable only if included in Marvin Test Solutions terms and conditions with its customer) .....	52.232.40
59. Protest after Award .....	52.233-3
60. Industrial Resources Developed Under Defense Production Act Title III .....	52.234-1
61. Protection of Government Buildings, Equipment and Vegetation .....	52.237-2
62. Changes – Fixed Price Contracts .....	52.243-1
63. Competition in Subcontracting .....	52.244-5
64. Subcontracts for Commercial Items .....	52.244-6
65. Government Property (or ALTERNATE I or ALTERNATE II, the Buyer shall so specify; if the Buyer does not specify the requirement will default to the BASIC clause) .....	52.245-1
66. Use and Charges .....	52.245-9
67. Reporting of Nonconforming Items .....	52.246-26
68. Preference for U.S. Flag Commercial Vessels .....	52.247-63
69. Preference for Privately Owned US Flag Commercial Vessels .....	52.247-64



## Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) provisions required to be incorporated (flowed down) in for subcontracts/purchase orders for commercial items under a United States Department of Defense Prime Contract

**DFARS:** The following DFARS clauses apply to all contracts, purchase orders, delivery orders, or agreements between Marvin Test Solutions and the Seller where the end customer is any organization within the United States Department of Defense (“DoD”):

1. Requirement to Inform Employees of Whistleblower Rights .....	252.203-7002
2. Disclosure of Information .....	252.204-7000
3. ALTERNATE A, Annual Representations and Certifications .....	252.204-7007
4. Compliance with Safeguarding Covered Defense Information Controls .....	252.204-7008
5. Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information .....	252.204-7009
6. Safeguarding Covered Defense Information and Cyber Incident Reporting .....	252.204-7012
7. Notice of Authorized Disclosure of Information for Litigation Support .....	252.204-7015
8. Prohibition on the Acquisition of Covered Defense Telecommunications Equipment and Services .....	252.204-7018
9. DOD Assessment Requirements (NIST SP 800-171) .....	252.204-7020
10. Item Unique Identification and Valuation .....	252.211-7003
11. Reporting of Government Furnished Equipment in DOD Item Unique Identification (IUID) Registry .....	252.211-7007
12. Pricing Adjustments .....	252.215-7000
13. Cost Estimating System Requirements .....	252.215-7002
14. Only One Offer .....	252.215-7008
15. Hazard Warning Labels .....	252.223-7001
16. Safety Precautions for Ammunition and Explosives .....	252.223-7002
17. Change in Place of Performance - Ammunition and Explosives .....	252.223-7003
18. Drug-Free Work Force .....	252.223-7004
19. Safeguarding Sensitive Conventional Arms, Ammunition and Explosives .....	252.223-7007
20. Prohibition of Hexavalent Chromium .....	252.223-7008
21. Buy American Act – Balance of Payments Program Certificate .....	252.225-7000
22. Buy American Act and Balance of Payments Program .....	252.225-7001
23. Prohibition on Acquisition of US Munitions List Items from Communist Chinese Military Companies .....	252.225-7007
24. Restriction on Acquisition of Specialty Metals (prime contracts exceeding SAT and requiring delivery of specialty metals as end items) .....	252.225-7008
25. Restriction on Acquisition of Certain Articles Containing Specialty Metals (prime contracts exceeding SAT; excludes and reserves paragraphs (d) and (e)(1)) .....	252.225-7009
26. Commercial Derivative Military Article – Specialty Metals Compliance Certificate (prime contracts exceeding SAT, see clause for exceptions) .....	252.225-7010
27. Preference for Certain Domestic Commodities .....	252.225-7012
28. Duty-Free Entry .....	252.225-7013
29. Restriction on Acquisition of Hand or Measuring Tools (prime contracts exceeding SAT and both the Prime contract and subcontract are for the acquisition of hand or measuring tools either commercial or non-commercial as prime end items) .....	252.225-7015
30. Restriction on Acquisition of Ball and Roller Bearings .....	252.225-7016
31. Trade Agreements Certificate .....	252.225-7020
32. Trade Agreements .....	252.225-7021
33. Restriction on Acquisition of Forgings .....	252.225-7025
34. Restriction on Contingent Fees for Foreign Military Sales (blank is filled in “zero”) .....	252.225-7027
35. Exclusionary Policies and Procedures of Foreign Governments .....	252.225-7028
36. Secondary Arab Boycott of Israel .....	252.225-7031
37. Buy American Act – Free Trade Agreements – Balance of Payments Program .....	252.225-7036
38. Contractor Personnel Supporting US Armed Forces Deployed Outside US .....	252.225-7040
39. Antiterrorism / Force Protection Policy for Defense Contractors outside the US .....	252.225-7043
40. Export-Controlled Items .....	252.225-7048



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41. Rights in Technical Data - Noncommercial Items .....	252.227-7013
42. Rights in Noncommercial Computer Software and Noncommercial Computer Software .....	
43. Documentation .....	252.227-7014
44. Technical Data - Commercial Items .....	252.227-7015
45. Rights in Bid or Proposal Information .....	252.227-7016
46. Technical Data or Computer Software Previously Delivered to the Government .....	252.227-7028
47. Technical Data--Withholding of Payment .....	252.227-7030
48. Validation of Restrictive Markings on Technical Data .....	252.227-7037
49. Patent Rights – Ownership by the Contractor .....	252.227-7038
50. Frequency Authorization .....	252.235-7003
51. Continuation of Essential Contractor Services .....	252.237-7023
52. Protection against Compromising Emanations .....	252.239-7000
53. Information Assurance Contractor Training and Certification .....	252.239-7001
54. Telecommunications Security Equipment, Devices, Techniques, and Services .....	252.239-7016
55. Supply Chain Risk .....	252.239-7018
56. Pricing of Contract Modifications .....	252.243-7001
57. Subcontracts for Commercial Items and Commercial Components (DOD contracts) .....	252.244-7000
58. Tagging, Labeling, and Marking of Government-Furnished Property .....	252.245-7001
59. Reporting Loss of Government Property .....	252-245-7002
60. Alt I Warranty of Data .....	252.246-7001
61. Notification of Potential Safety Issues .....	252.246-7003
62. Safety of Facilities, Infrastructure, and Equipment for Military Operations .....	252.246-7004
63. Contractor Counterfeit Electronic Part Detection and Avoidance System .....	252.246-7007

**B. ORDERS OVER THE SIMPLIFIED ACQUISITION THRESHOLD (SAT) ALSO INCLUDE THE FOLLOWING:**

**FAR: The following FAR clauses apply to all contracts, purchase orders, delivery orders, or agreements valued over the SAT between Marvin and the Seller where the end customer is USG:**

1. Gratuities (less subparagraph (c) (1)) .....	52.203-3
2. Covenants against Contingent Fees .....	52.203-5
3. Restrictions on Subcontractor Sales to the Government .....	52.203-6
4. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity .....	52.203-8
5. Price or Fee Adjustment for Illegal or Improper Activities .....	52.203-10
6. Preventing Personal Conflicts of Interest .....	52.203-16
7. Contractor Employee Whistleblower Rights; Requirement to Inform Employees of Whistleblower Rights .....	52.203-17
8. Audit and Records – Negotiation .....	52.215-2
9. Integrity of Units Prices .....	52.215-14
10. Utilization of Small Business Concerns .....	52.219-8
11. Non-displacement of Qualified Workers .....	52.222-17
12. Employment Reports on Veterans .....	52.222-37
13. Compliance with Veterans’ Employment Reporting Requirements .....	52.222-38
14. Federal, State, and Local Taxes .....	52.229-3
15. Administration of Cost Accounting Standards .....	52.230-6
16. Bankruptcy .....	52.242-13
17. Change Order Accounting .....	52.243-6
18. Subcontracts (paragraphs (h) notice to Marvin and (i) only apply) .....	52.244-2
19. Inspection of Supplies, Fixed Price Contracts .....	52.246-2
20. Inspection of Services, Fixed Price Contracts .....	52.246-4
21. Higher-Level Contract Quality Requirement .....	52.246-11
22. Responsibility for Supplies .....	52.246-16



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23. Value Engineering .....	52.248-1
24. Termination for Convenience of the Government (Fixed-Price) – “Government: shall mean “Marvin Test Solutions”. In paragraph (c) the term “120 days” is changed to “60 days.” The term “one year” n paragraph (e) is changed to “six months.” The term “90 days” in paragraph (l) is changed to “45 days,” per 49.502(e). .....	52.249-2
25. Default (Fixed Price Supply and Service) .....	52-249-8
26. Covenants against Contingent Fees .....	52.203-5
27. Restrictions on Subcontractor Sales to the Government .....	52.203-6
28. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity .....	52.203-8
29. Price or Fee Adjustment for Illegal or Improper Activities .....	52.203-10
30. Preventing Personal Conflicts of Interest.....	52.203-16
31. Contractor Employee Whistleblower Rights; Requirement to Inform Employees of Whistleblower Rights .....	52.203-17
32. Audit and Records – Negotiation .....	52.215-2
33. Integrity of Units Prices .....	52.215-14
34. Utilization of Small Business Concerns .....	52.219-8
35. Non-displacement of Qualified Workers .....	52.222-17
36. Employment Reports on Veterans .....	52.222-37
37. Compliance with Veterans’ Employment Reporting Requirements .....	52.222-38
38. Federal, State, and Local Taxes .....	52.229-3
39. Administration of Cost Accounting Standards.....	52.230-6
40. Bankruptcy .....	52.242-13
41. Change Order Accounting .....	52.243-6
42. Subcontracts (paragraphs (h) notice to Marvin and (i) only apply) .....	52.244-2
43. Inspection of Supplies, Fixed Price Contracts .....	52.246-2
44. Inspection of Services, Fixed Price Contracts .....	52.246-4
45. Higher-Level Contract Quality Requirement .....	52.246-11
46. Responsibility for Supplies .....	52.246-16
47. Value Engineering .....	52.248-1
48. Termination for Convenience of the Government (Fixed-Price) – “Government: shall mean “Marvin Test Solutions”. In paragraph (c) the term “120 days” is changed to “60 days.” The term “one year” n paragraph (e) is changed to “six months.” The term “90 days” in paragraph (l) is changed to “45 days,” per 49.502(e). .....	52.249-2
49. Default (Fixed Price Supply and Service) .....	52-249-8

**DFARS: The following DFARS clauses apply to all contracts, purchase orders, delivery orders, or agreements valued over the SAT between Marvin and the Seller where the end customer is DOD:**

1. Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies .....	252.203-7001
2. Small Business Subcontracting Plan (DoD Contracts) .....	252.219-7003
3. Small Business Subcontracting Plan (Test Program) .....	252.219-7004
4. Requests for Equitable Adjustment .....	252.243-7002
5. Contractor Purchasing System Administration (BASIC if 52.244-2 applies) .....	252.244-7001
6. Contractor Purchasing System Administration (ALTERNATE I if 252.246-7007 applies) .....	252.244-7001
7. Representation of Extent of Transportation by Sea .....	252.247-7022
8. Transportation of Supplies by Sea .....	252.247-7023
9. Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies .....	252.203-7001
10. Small Business Subcontracting Plan (DoD Contracts) .....	252.219-7003
11. Small Business Subcontracting Plan (Test Program) .....	252.219-7004
12. Requests for Equitable Adjustment .....	252.243-7002
13. Contractor Purchasing System Administration (BASIC if 52.244-2 applies) .....	252.244-7001
14. Contractor Purchasing System Administration (ALTERNATE I if 252.246-7007 applies) .....	252.244-7001





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15. Representation of Extent of Transportation by Sea .....	252.247-7022
16. Transportation of Supplies by Sea .....	252.247-7023
17. Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies .....	252.203-7001
18. Small Business Subcontracting Plan (DoD Contracts) .....	252.219-7003
19. Small Business Subcontracting Plan (Test Program) .....	252.219-7004
20. Requests for Equitable Adjustment .....	252.243-7002
21. Contractor Purchasing System Administration (BASIC if 52.244-2 applies) .....	252.244-7001
22. Contractor Purchasing System Administration (ALTERNATE I if 252.246-7007 applies) .....	252.244-7001
23. Representation of Extent of Transportation by Sea .....	252.247-7022
24. Transportation of Supplies by Sea .....	252.247-7023

- C. ORDERS OVER \$3,500 WHERE THE END CUSTOMER IS USG ALSO INCLUDE THE FOLLOWING FAR CLAUSES:**
1. Employment Eligibility Verification ..... 52.222-54
  2. Contractor Policy to Ban Text Messaging While Driving ..... 52.223-18

- D. ORDERS OVER \$10,000 WHERE THE END CUSTOMER IS USG ALSO INCLUDE THE FOLLOWING FAR CLAUSES:**
1. Prohibition of Segregated Facilities ..... 52.222-21
  2. Equal Opportunity ..... 52.222-26
  3. Notification of Employee Rights under the National Labor Relations Act ..... 52.222-40

- E. ORDERS OVER \$15,000 WHERE THE END CUSTOMER IS USG ALSO INCLUDE THE FOLLOWING FAR CLAUSES:**
1. Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 ..... 52.222-20
  2. Equal Opportunity for Veterans ..... 52.222-35
  3. Equal Opportunity for Workers with Disabilities ..... 52.222-36

- F. ORDERS OVER \$30,000 WHERE THE END CUSTOMER IS USG ALSO INCLUDE THE FOLLOWING FAR CLAUSES:**
1. Reporting Executive Compensation and First-Tier Subcontract Awards ..... 52.204-10

- G. ORDERS OVER \$35,000 WHERE THE END CUSTOMER IS USG ALSO INCLUDE THE FOLLOWING FAR CLAUSES:**
1. Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment ..... 52.209-6

- H. ORDERS OVER \$50,000 WHERE THE END CUSTOMER IS USG ALSO INCLUDE THE FOLLOWING FAR CLAUSES:**
1. Buy American Act – North American Free Trade Agreement – Israeli Trade Act ..... 52.225-3
  2. Buy American Act North American Free Trade Agreement – Israeli Trade Act Certificate ..... 52.225-4

- I. ORDERS OVER \$150,000 WHERE THE END CUSTOMER IS USG ALSO INCLUDE THE FOLLOWING FAR CLAUSES:**
1. Anti-Kickback Procedures (less subparagraph (c) (1)) ..... 52.203-7
  2. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions ..... 52.203-11
  3. Limitation on Payments to Influence Certain Federal Transactions ..... 52.203-12
  4. Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country ..... 252.209-7004
  5. Contract Work Hours and Safety Standards Act – Overtime Compensation ..... 52.222-4
  6. Equal Opportunity for Veterans ..... 52.222-3
  7. Estimate of Percentage of Recovered Material Content for EPA-Designated Products ..... 52.223-9

- J. ORDERS OVER \$700,000 WHERE THE END CUSTOMER IS DOD ALSO INCLUDE THE FOLLOWING DFARS CLAUSES:**
1. Requirements for Certified Cost or Pricing Data or Pricing Data Other than Certified Cos or Pricing Data ..... 252.215-7010
  2. Report of Intended Performance Outside the US & Canada – Submission with Offer ..... 252.225-7003
  3. Report of Intended Performance Outside the US & Canada – Submission after Award ..... 252.225-7004



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4.	Notification of Anticipated Contract Termination or Reduction .....	252.249-7002
<b>K.</b>	<b>ORDERS OVER \$750,000 WHERE THE END CUSTOMER IS USG ALSO INCLUDE THE FOLLOWING FAR CLAUSES:</b>	
1.	Price Reduction for Defective Certified Cost / Pricing Data – Modifications – Sealed Bidding .....	52.214-27
2.	Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding .....	52.214-28
3.	Price Reduction for Defective Certified Cost or Pricing Data .....	52.215-10
4.	Price Reduction for Defective Certified Cost or Pricing Data – Modifications .....	52.215-11
5.	Subcontractor Certified Cost or Pricing Data .....	52.215-12
6.	Pension Adjustment and Asset Reversions .....	52.215-15
7.	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions .....	52.215-18
8.	Notification of Ownership Changes .....	52.215-19
9.	Small Business Subcontracting Plan .....	52.219-9
10.	Liquidated Damages – Subcontracting Plan .....	52.219-16
11.	Disclosure and Consistency of Cost Accounting Practices – foreign Concerns .....	52.230-4
<b>L.</b>	<b>UNLESS OTHERWISE EXEMPT, THE FOLLOWING FAR CLAUSES ARE ALSO INCLUDED WHERE THE END CUSTOMER IS USG:</b>	
1.	Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data .....	52.215-20
2.	Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications .....	52.215-21
3.	Limitation on Pass-Through Charges – Identification of Subcontract Effort .....	52.215-22
4.	Limitation on Pass-Through Charges .....	52.215-23
5.	Contract Definitization .....	52.216-25
6.	Earned Value Management System .....	52.234-4
<b>M.</b>	<b>ORDERS OVER \$1,000,000 WHERE THE END CUSTOMER IS DOD ALSO INCLUDE THE FOLLOWING DFARS CLAUSES:</b>	
1.	Restrictions on the Use of Mandatory Arbitration Agreements .....	252.222-7006
<b>N.</b>	<b>ORDERS OVER \$6,000,000 WHERE THE END CUSTOMER IS USG ALSO INCLUDE THE FOLLOWING FAR CLAUSES:</b>	
1.	Code of Business Ethics and Conduct (where performance period is over 120 days) .....	52.203-13
2.	Display of Hotline Poster .....	52.203-14
<b>O.</b>	<b>ORDERS OVER \$6,000,000 WHERE THE END CUSTOMER IS DOD ALSO INCLUDE THE FOLLOWING DFARS CLAUSES:</b>	
1.	Agency Office of the Inspector General .....	252.203-7003
2.	Display of Hotline Posters .....	252.203-7004
<b>P.</b>	<b>ORDERS OVER \$10,000,000 WHERE THE END CUSTOMER IS USG ALSO INCLUDE THE FOLLOWING FAR CLAUSES:</b>	
1.	Pre-award On-Site Equal Opportunity Compliance Evaluation .....	52.222-24
<b>Q.</b>	<b>ORDERS FOR MAJOR DEFENSE ACQUISITION PROGRAMS ALSO INCLUDE THE FOLLOWING DFARS CLAUSES:</b>	
1.	Notice of Prohibition Relating to Organizational Conflict of Interest – Major Defense Acquisition Program .....	252.209-7008
2.	Organizational Conflict of Interest – Major Defense Acquisition Program .....	252-209-7009
3.	Cost and Software Data Reporting System .....	252.234-7004
<b>R.</b>	<b>FAR CLAUSES APPLICABLE TO COST REIMBURSEMENT, TIME&amp; MATERIAL OR LABOR HOUR ORDERS WHERE THE END CUSTOMER IS USG:</b>	
1.	Facilities Capital Cost of Money .....	52.215-16
2.	Waiver of Facilities – Capital Cost of Money .....	52.215-17





**Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) provisions required to be incorporated (flowed down) in for subcontracts/purchase orders for commercial items under a United States Department of Defense Prime Contract**

3. Fair Labor Standards Act & Service Contract Act -- Price Adjustment (Multiple Year & Option Contracts) .....	52.222-43
4. Fair Labor Standards Act & Service Contract Act -- Price Adjustment .....	52.222-44
5. State of New Mexico Gross Receipts and Compensating Tax .....	52.229-10
6. Payments under Time & Materials and Labor-Hour Contracts ("schedule" means purchase order, "voucher" means purchase order, "Government" means Buyer, and "Contracting Officer" means Buyer Purchasing Representative) .....	52.232-7
7. Limitation of Cost (if fully funded) .....	52.232-20
8. Limitation of Funds (if incrementally funded) .....	52.232-22
9. Stop Work Order .....	52.242-15 Alt I
10. Changes – Cost-Reimbursement – applicable if this is a cost-reimbursement order .....	52.243-2
11. Changes – Time & Material or Labor-Hours – applicable if this is a time & material or labor hour order .....	52.243-3
12. Inspection of Supplies (Cost-Reimbursement) – “Contracting Officer” means “Marvin Test Solutions purchasing representative” and “Government” means “Marvin Test Solutions and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Marvin Test Solutions), and where “Government” first appears in paragraph (k) it shall mean “Government or Marvin Test Solutions.” The provisions in this clause for access, right to, safety protection, and relief from liability apply equally to Marvin Test Solutions and the Government. ....	52.246-3
13. Inspection of Services (Cost –Reimbursement) – “Contracting Officer” means “Marvin Test Solutions purchasing representative” and “Government” means “Marvin Test Solutions and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Marvin Test Solutions) and where “Government” first appears in paragraph (k) it shall mean “Government and Marvin Test Solutions.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government. ....	52.246-5
14. Inspection – Time & Material and Labor Hour – “Contracting Officer” means “Marvin Test Solutions purchasing representative” and “Government” means “Marvin Test Solutions and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Marvin Test Solutions), and where “Government” first appears in paragraph (k) it shall mean “Government and Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government. ....	52.246-6
15. Submission of Transportation Documents for Audit .....	52.247-67
16. Termination (Cost-Reimbursement) – “Government” means “Marvin Test Solutions” and “Contracting Officer” means “Marvin Test Solutions’ purchasing representative.” In paragraph (d) change “15 days” and “45 days” to “30 days” and “90 days,” respectively. In paragraph (e) change “1 year” to “six months.” ALTERNATE IV is applicable to time and material or labor-hour orders only. ....	52.249-6 Alt IV
17. Excusable Delay .....	52.249-14

**4.0 CERTIFICATIONS: The Seller, by signing its offer, hereby certifies compliance with the following clauses and is therefore eligible for award:**

1. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (over \$150K).....	52.203-11
2. Certification for Federal Funding Accountability and Transparency Act (FFATA) .....	52.204-10
3. Certification Regarding Responsibility Matters .....	52.209-5
4. Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (over \$35K) .....	52.209-6
5. Certification Regarding Knowledge of Child Labor for Listed End Products .....	52.222-18
6. Previous Contracts and Compliance Reports (over \$10K and includes 52.222-26) .....	52.222-22
7. Affirmative Action Compliance .....	52.222-25
8. Affirmative Action for workers with Disabilities (over \$15K) .....	52.222-36
9. Bio-based Product Certification .....	52.223-1
10. Recovered Material Certification .....	52.223-4
11. Prohibition on Conducting Restricted Business Operations in Sudan Certification .....	52.225-20
12. Prohibition on Contracting with Entities Engaging in Certain Activities Relating to Iran .....	52.225-25
13. Cost Accounting Standards Notices and Certifications .....	52.230-1



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14. Representation Regarding Combating Trafficking in Persons .....	252.222-7007
15. Representation of Use of Cloud Computing .....	252.239-7009

### 5.0 ADDITIONAL CLAUSES:

#### 5.1 COST ACCOUNTING STANDARDS (Applicable unless otherwise exempt):

Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting Cost Accounting Standards, FAR 52.230-2; Disclosure and Consistency of Cost Accounting Practices, FAR 52.230-3; and Administration of Cost Accounting Standards, FAR 52.230-6, provided Seller shall not be required to disclose to Buyer such communications containing information which is privileged and confidential to Seller. In addition to any other remedies provided by law or under this Order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subject to any liability as the result of a failure of the Seller or its lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230-3, 52.230-4 (if applicable), 52.230-5 or 52.230-6. Paragraph (b) is deleted in each of the foregoing clauses.

#### 5.2 TRUTH IN NEGOTIATIONS:

Certified Cost or Pricing Data (applicable only if certified cost or pricing data has been provided). The clause titled "Subcontractor Certified Cost or Pricing Data" is a part of this Order if the Seller was required to furnish cost and pricing data and a Certification of Current Cost or Pricing Data for this Order. If it was not required to furnish such data and Certificate, the clause titled "Subcontractor Cost or Pricing Data-Modification" is a part of this Order. Seller shall update its proposal and re-certify its cost or pricing data whenever costs, factors, or prices change such that cost or pricing data previously furnished is no longer accurate, current, or complete.

##### 1. Indemnification:

- a. If any price (including profit or fee) negotiated in connection with the prime contract between the Government and the Buyer or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by the Seller in connection with any proposal submitted by the Buyer relating to said contract or in connection with this Order was not accurate, complete, or current, the Seller shall indemnify the Buyer in the amount of said reduction.
- b. The phrase "certified cost or pricing data" as used herein shall be deemed to include any such data, which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the Seller or which it procured by submission of, in connection with the aforesaid proposal or this Order in support of its cost estimate. If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Seller shall be liable and shall pay the Buyer at the time such overpayment is repaid:
  - i. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Seller to the date the Buyer is repaid by the Seller at that applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C 6621(a)(2); and
  - ii. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Seller knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.

##### 2. Certified Cost or Pricing Data for Changes:

- a. When required to obtain certified cost or pricing data or "Other Cost and Pricing Data" from its subcontractors, pursuant to the provisions of this Order, Seller shall provide such data.
- b. Prior to the pricing of any change or other modification to this Order which involves, increases and/or decreases in costs plus applicable profit in excess of the contractually required threshold and resulting from a change in the prime contract, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in FAR clause 15.406-2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations.

#### 5.3 DISPUTES – GOVERNMENT CONTRACTS:

Any reference to the "Disputes clause" in any applicable FAR clause under paragraph 2 above shall mean this paragraph, Disputes – Government Contracts. Any dispute arising under this Purchase Order relating to any decision of the Contracting Officer under the prime contract shall be resolved in accordance with this paragraph, Disputes – Government Contracts. All other disputes will be resolved under Article 14, "DISPUTES".



**Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) provisions required to be incorporated (flowed down) in for subcontracts/purchase orders for commercial items under a United States Department of Defense Prime Contract**

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1. Notwithstanding any other provisions in this Purchase Order, any decision of the Contracting Officer under the prime contract which binds Buyer shall bind both Buyer and Seller to the extent that it relates to this Purchase Order, provided that:
  - a. The Buyer notifies with reasonable promptness the Seller of such decision;
  - b. The Buyer, at its sole discretion, authorizes in writing the Seller to appeal in the name of the Buyer such decision at its own expense; or
  - c. If Buyer should appeal such decision, Buyer at its sole discretion offers to the Seller the opportunity at its own expense to join Buyer in such appeal.
2. Any decision upon such appeal, when final, shall be binding upon the Seller.
3. The Seller shall keep Buyer informed of any appeal it makes by providing copies of all pertinent documents to Buyer.
4. The Seller shall indemnify and save harmless from any and all liability of any kind incurred by or imputed to Buyer under Section 5, "Fraudulent Claims," of the Contract Disputes Act of 1978, as amended, if Seller is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misinterpretation of fact on the part of Seller.
5. Pending any prosecution, appeal, or final decision or settlement of any dispute arising under this Purchase Order, the Seller shall proceed diligently, as directed by Buyer, with the performance of this Purchase Order.
6. Nothing in this clause nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgement by Buyer of the validity of Seller's claim or any part thereof, nor be deemed to limit or in any way restrict Nothing in this clause nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgement by Buyer of the validity of Seller's claim or any part thereof, nor be deemed to limit or in any way restrict Buyer from taking any actions, including available remedies, it deems appropriate to protect its own interests.
7. As used in this clause, the word "appeal" means an appeal taken under the Contract Disputes Act of 1978, as amended.