



DOC#AFCTPC002B2/1/06R4

## AFC/TPC

### STANDARD TERMS AND CONDITIONS OF PURCHASE under Government Contracts for Purchases of Goods and Services FARS AND DFARS-GOVERNMENT SUPPLEMENT

#### ADDS THE REQUIREMENT OF DFARS 252.225.7014

Full compliance is a necessity with the specialty metals requirements associated with DoD subcontracts. These mandatory requirements have their origin in federal law (10 USC 2533a, the "Berry Amendment"), and are implemented by Department of Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7014, its Alternate I and by Aerofab, Corporation's contractual terms and conditions. DFARS clause's Alternate I requires the flow-down of this requirement to all subordinate contractors/suppliers delivering any component that contain specialty metals. Also, there is no minimum quantity or dollar threshold exemption - any amount of specialty metal, from any tier supply chain, must be compliant with the DFARS clause.

Pursuant to DFARS 252.225-7014, specialty metals incorporated in articles delivered to AEROFAB, CORP must be: (1) melted in the United States, its possessions or Puerto Rico; (2) melted in a "qualifying country" as defined in DFARS 225.872-1; or, (3) incorporated in an article manufactured in a "qualifying country." The United States is not listed as a qualifying country in DFARS 225.872-1.

#### GOVERNMENT CONTRACT PROVISIONS

#### GENERAL PROVISIONS

1. When the materials or products furnished for use in connection with a U. S. Government prime contract or subcontract, in addition to the General Provisions, the following provisions shall apply, as required by the terms of the prime contract or by operation of the law or regulation. The effective version of each FAR provision shall be the same version as that which appears in Buyer's Prime Contract, or higher-tier subcontract under which this Order is a subcontract. In the event of a conflict between these FAR provisions and the General Provisions, the FAR provisions shall control.
2. The following clauses set forth in the FAR in effect as of the date of the prime contract are incorporated herein by reference. In all clauses listed herein, the terms "Government", "Contracting Officer" and "Contractor" shall be revised to suitably identify the contracting parties herein and effect the proper intent of the provision except where further clarified or modified below.

#### A. APPLICABLE TO ALL ORDERS

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|----|--|-----------|
| 1. | Security Requirements  | 52.204-2  |
| 2. | Material Requirements  | 52.211-5  |
| 3. | Defense Priority and Allocation Requirements<br>[Does not apply to foreign entities] | 52.211-15 |
| 4. | Utilization of Small Business Concerns   | 52.219-8  |
| 5. | Notice to the Government of Labor Disputes   | 52.222-1  |
| 6. | Hazardous Material Identification and Material Safety Data                           | 52.223-3  |
| 7. | Recovered Material Certification   | 52.223-4  |
| 8. | Notice of Radioactive Materials  | 52.223-7  |

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| 9.   | Ozone Depleting Substances  | 52.223-11    |
| 10.  | Privacy Act   | 52.224-2     |
| 11.  | Buy American-Supplies   | 52.225-1     |
| 12.  | Duty-Free Entry   | 52.225-8     |
| 13.  | Restrictions on Certain Foreign Purchases   | 52.225-13    |
| 14.  | Authorization and Consent-Alternate I   | 52.227-1     |
| 15.  | Refund of Royalties   | 52.227-9     |
| 16.  | Filing of Patent Applications- Classified Subject Matter  | 52.227-10    |
| 17.  | Patent Rights- Retention by the Contractor (Short Form)   | 52.227-11    |
| 18.  | Patent Rights- Retention by the Contractor (Long Form)  | 52.227-12    |
| 19.  | Patent Rights – Acquisition by the Government   | 52.227-13    |
| 20.  | Rights in Data- General   | 52.227-14    |
| 21.  | Commercial Computer Software- Restricted Rights   | 52.227-19    |
| 22.  | Insurance- Work on a Government Installation  | 52.228-5     |
| 23.  | Progress Payments   | 52.232-16    |
| 24.  | Interest  | 52.232-17    |
| 25.  | Industrial Resources Developed Under Defense Production Act Title III   | 52.234-1     |
| 26.  | Accident Prevention   | 52.236-13    |
| 27.  | Protection of Government Buildings, Equipment, and Vegetation   | 52.237-2     |
| 28.  | Continuity of Services  | 52.237-3     |
| 29.  | Indemnification and Medical Liability Insurance   | 52.237-7     |
| 30.  | Stop-Work Order   | 52.242-15    |
| 31.  | Stop Work Order- Facilities   | 52.242-16    |
| 32.  | Government Delay of Work  | 52.242-17    |
| 33.  | Changes- Fixed Price  | 52.243-1     |
| 34.  | Changes   | 52.243-4     |
| 35.  | Changes and Changed Conditions  | 52.243-5     |
| 36.  | Change Order Accounting   | 52.243-6     |
| 37.  | Competition in Subcontracting   | 52.244-5     |
| 38.  | Subcontracts for Commercial Items   | 52.244-6     |
| 39.  | Government Property (Fixed Contracts)<br>“Government” means “Government and/or Buyer.”  | 52.245-2     |
| 40.  | Facilities Equipment Modernization  | 52.245-16    |
| 41.  | Special Tooling – In paragraph (c) “Government” means “Government” or “Buyer”   | 52.245-17    |
| 42.  | Special Test Equipment- In paragraph (b)(4) “Government” Means “Government or Buyer”  | 52.245-18    |
| 43.  | Government Property Furnished “As Is”   | 52.245-19    |
| 44.  | Inspection for Suppliers Fixed-Price and Alt 1 Responsibility for Supplies  | 52.246-2     |
| 45.  | Inspection of Services- Fixed Price   | 52.246-4     |
| 46.  | Inspection of Research and Development – Fixed Price  | 52.246-7     |
| 47.  | Inspection of Research and Development (Short form)   | 52.246-9     |
| 48.  | Inspection of Facilities  | 52.246-10    |
| 49.  | Responsibility for Supplies   | 52.246-16    |
| 50.  | Ability to Perform a Contract for Relocation of a Federal Office And Alt I  | 52.247-3     |
| 51.  | Preference for U.S.- Flag Air Carriers  | 52.247-63    |
| 52.  | Preference for Privately Owned US- Flag Commercial Vessels  | 52.247-64    |
| 53.  | Termination for Convenience of the Government (Fixed Price) (Short Term)  | 52.249-1     |
| 54.  | Termination for Convenience of the Government (Fixed-Price) “Government” shall mean “Buyer.” In para. (d) the term “45 days” is changed to “90 Days.” The term “one-year” in para. (e) is changed to “six months.” The term “90 days” in para. (l) is Changed to “forty-five days.” | 52.249-2     |
| 55.  | Termination for Convenience of the Government (Dismantling, Demolition, Or Removal of Improvements)   | 52.249-3     |
| 56.  | Termination for Convenience of the Government (Services) (Short Term)   | 52.249-4     |
| 57.  | Termination (Fixed-Price, Architect-Engineer)   | 52.249-7     |
| 58.  | Default (Fixed-Price Supply and Service)  | 52.249-8     |
| 59.  | Default (Fixed-Price Research and Development)  | 52.249-9     |
| 60.  | Termination of Work (Consolidated Facilities or Facilities Acquisition)   | 52.249-11    |
| <b>B. ORDERS OVER \$10,000 ALSO INCLUDE THE FOLLOWING:</b> |   |              |
| 1.   | Walsh-Healy Public Contracts Act  | 52.222-20    |
| 2.   | Prohibition of Segregated Facilities  | 52.222-21    |
| 3.   | Equal Opportunity   | 52.222-26(b) |
| 4.   | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and other Eligible Veterans  | 52.222-35    |

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| 5. | ALT I Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (use instead of 52.222-35 when Agency head waives one or more (but not all) of the terms of clause | 52.222-35 Alt I |
| 6. | Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era  | 52.222-37       |

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

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|-----|--|-----------|
| 1.  | Restrictions on Subcontractor Sales to the Government                                    | 52.203-6  |
| 2.  | Anti-Kickback Procedures (less para. (c)(1))   | 52.203-7  |
| 3.  | Limitation on Payments to Influence Certain Federal Transactions                         | 52.203-12 |
| 4.  | Audit and Records- Negotiation   | 52.215-2  |
| 5.  | Integrity of Unit Prices (less para. (b))  | 52.215-14 |
| 6.  | Contract Work Hours and Safety Standards Act- Overtime Compensation                      | 52.222-4  |
| 7.  | Toxic Chemical Release reporting (less para. (e))  | 52.223-14 |
| 8.  | Affirmative Action for Workers with Disabilities (except as cited in FAR 22.1408 (a)(2)) | 52.222-36 |
| 9.  | Notice and Assistance Regarding Patent and Copyright infringement                        | 52.227-2  |
| 10. | Value Engineering  | 52.248-1  |
| 11. | Value Engineering- Construction  | 52.248-3  |

**D. ORDERS OVER \$500,000 AND/OR THE APPLICABLE COST OR PRICING DATA THRESHOLD:**

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|----|--|-----------|
| 1. | Pension Adjustments and Asset Reversions   | 52.215-15 |
| 2. | Reversion or Adjustments of Plans for Post Retirement Benefits (PRB) other than Pensions   | 52.215-18 |
| 3. | Notification of Ownership Changes  | 52.215-19 |
| 4. | Small Business Subcontracting Plan- (Note to Seller: This Clause requires adoption of small business subcontracting plan and reporting | 52.219-9  |

**E. UNLESS OTHERWISE EXEMPT ALSO INCLUDE THE FOLLOWING:**

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|----|---|-----------|
| 1. | Price Reduction for Defective Cost or Pricing Data  | 52.215-10 |
| 2. | Price Reduction for Defective Cost or Pricing Data-Modifications                                  | 52.215-11 |
| 3. | Subcontractor Cost or Pricing Data  | 52.215-12 |
| 4. | Subcontractor Cost or Pricing Data- Modifications   | 52.215-13 |
| 5. | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data              | 52.215-20 |
| 6. | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modification | 52.215-21 |

**F. APPLICABLE TO COST REIMBURSEMENT, TIME AND MATERIAL OR LABOR HOUR ORDERS:**

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|-----|---|-----------|
| 1.  | <b>Facilities Capital Cost of Money</b> [If 52.215-12 applies]  | 52.215-16 |
| 2.  | <b>Allowable Cost and Payment</b> (cost reimbursement orders only)  | 52.216-7  |
| 3.  | <b>Fixed Fee</b> (cost reimbursement orders only)   | 52.216-8  |
| 4.  | <b>Incentive Fee</b> (cost reimbursement orders issued on a incentive fee basis only)   | 52.216-10 |
| 5.  | <b>Cost Contract</b> (cost-no fee orders only)  | 52.216-11 |
| 6.  | <b>Cost Sharing Contract</b> - No Fee (cost sharing, no fee orders only)  | 52.216-12 |
| 7.  | <b>Payment for Overtime Premiums</b> –insert “0%” in para.(a)<br><b>Unless indicated otherwise on the face of this Order:</b>   | 52.222-2  |
| 8.  | <b>Payments under Time-and-Materials and Labor-Hour Contracts</b> , in which “schedule” means this Order, “voucher (s)” means invoice(s), “Government” means Buyer and “Contracting Officer” means Buyer’s Purchasing Representative  | 52.232-7  |
| 9.  | <b>Limitation of Cost</b> (if fully funded)   | 52.232-20 |
| 10. | <b>Limitation of Funds</b> (if incrementally funded)  | 52.232-22 |
| 11. | <b>Changes- Cost Reimbursement-</b> applicable if this is a cost-Reimbursement order  | 5 2.243-2 |
| 12. | <b>Changes-</b> Time and Material or Labor Hours-applicable if this Is a Time and Material or Labor Hour Order  | 52.243-3  |
| 13. | <b>Subcontracts</b> (paragraphs (h) and (l) only apply  | 52.244-2  |
| 14. | <b>Government Property (Cost-Reimbursement, Time and Material or Labor Hour Contracts)-</b> “Government” means “Government and Buyer.” The following is substituted for Para. (g) in cost reimbursable orders only: “Seller shall Return all Government furnished property in as good condition As when received, except for reasonable wear and tear for use | 52.245-5  |

- Of the property in accordance with the provisions hereof.”
- 15. **Inspection of Supplies (Cost Reimbursement)**-“Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in para. (k) it shall mean “Government or Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government. 52.246-3
  - 16. **Inspection of Services (Cost Reimbursement)**- “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in para. (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. 52.246-5
  - 17. **Inspection of Time and Material and Labor Hour**- “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in para. (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
  - 18. **Termination(Cost-Reimbursement)**- “Government” means “Buyer” And “Contracting Officer” means “Buyer’s 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
  - 19. **Excusable Delay** 52.249.14

**3. CERTIFICATIONS**

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

- A. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (over \$100,000) 52.203-11
- B. Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters (over \$25,000) 52.209-5
- C. Previous Contracts and Compliance Reports (over \$10,000) 52.222-22
- D. Certification of Toxic Chemical Release reporting (over \$100,000) 52.223-13

**4. ADDITIONAL CLAUSES:**

**A. COST ACCOUNTING STANDARDS (Applicable unless otherwise exempt if noted in the Purchase Order)**

- Cost Accounting Standards 52.230-2
- Disclosure and Consistency of Cost Accounting Standards 52.230-3
- Cost Accounting Standards – Educational Institution 52.230-5
- Administration of Cost Accounting Standards 52.230-6

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 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 legally privileged and confidential to the Seller. In addition to any other remedies provided by law or under this Purchase Order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subjected to any liability as the result of a failure of the Seller or its lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230-3, 52.230-5 or 52.230-6. Paragraph (b) is deleted in each of the foregoing clauses.

**B. TRUTH IN NEGOTIATIONS (Cost and Pricing Data)**

Unless exempt, Seller shall submit a FAR Part 15 compliant cost proposal inclusive as appropriate

updates throughout the negotiation process. At the conclusion of negotiations, and regardless of any prior certification, Seller must certify as to the accuracy, currency and completeness of its information in accordance with the FAR required Certificate of Current Cost or Pricing Data.

**1. Indemnification**

If any price (including profit or fee) negotiated in connection with the prime contract between the Government and the Buyer or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by the Seller in connection with any proposal submitted by the Buyer relating to said contract or in connection with this Purchase Order was not accurate, complete, or current, the Seller shall indemnify the Buyer in the amount of said reduction.

The phrase "cost or pricing data" as used herein shall be deemed to include any such data which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the Seller or which it procured by submission of, in connection with the aforesaid proposal or this Order in support of its cost estimate.

If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Seller shall be liable and shall pay the Buyer at the time such overpayment is repaid:

- a. 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 the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
- b. For Department of Defense contracts only, a penalty equal to the amount of the amount of the overpayment, if the Seller knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.

**2. Cost or Pricing Data for Changes**

Prior to the pricing of any change or other modification to this Purchase Order which involves increases and/or decreases in costs plus applicable profit expected to exceed the threshold for submission of cost or pricing contain excess of \$500,000\*, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in Federal Acquisition Regulation 15.406-2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations.

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

\*Unless otherwise required by the Buyer.

**5. DISPUTES – GOVERNMENT CONTRACTS**

Any reference to the "Disputes clause" in any applicable FAR Clause contained herein shall mean this paragraph 6, 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 Paragraph (ii) below. All other disputes will be resolved by the Section 6, Disputes in the General Terms and Conditions of Purchase.

- a. 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:
  - i. The Buyer notifies with reasonable promptness the Seller of such decision and
  - ii. 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
  - iii. 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.
- b. Any decision upon such appeal, when final, shall be binding upon the Seller.
- c. The Seller shall keep Buyer informed of any appeal it makes by providing copies of all pertinent documents to Buyer.
- d. 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 misrepresentation 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 acknowledgment 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.

**6. FAR CLAUSES INCORPORATED IN FULL TEXT**

Clauses not applicable to this subcontract are self-deleting. Unless the context of the clause requires otherwise, wherever the words "Contracting Officer" appears, it shall mean Procurement personnel; "Procurement personnel" shall mean Aerofab, Corp; "Contractor" shall mean subcontractor; "Prime Contract" shall mean the contract between Procurement personnel and the NSF; "contract" shall mean subcontract and "Government" shall mean the NSF.

**52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

8. The use of overtime is authorized under this contract if the overtime premium does not exceed \* \_\_\_\_\_ ZERO \_\_\_\_\_ or the overtime premium is paid for work—
  - i. Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
  - ii. By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
  - iii. To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - iv. That will result in lower overall costs to the Government.
9. Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—
  - i. Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - ii. Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
  - iii. Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
  - iv. Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

\* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

**52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)**

1. Any tax or duty from which the United States Government is exempt by agreement with the Government of New Zealand, Chile, Argentina or other governments with which the United States makes an agreement with, or from which the Contractor or any subcontractor under this contract is exempt under the laws of New Zealand, Chile, Argentina or other governments, shall not constitute an allowable cost under this contract.
2. If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

**52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)**

1. It is expressly agreed and understood that this is a non-personal service contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$1,000,000 per occurrence.

2. An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.
3. Liability insurance may be on either an occurrence basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.
4. Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.
5. The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.
6. The Contractor shall insert the substance of this clause, including this paragraph (f), in all Subcontracts under this contract for health care services and shall require subsubcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

#### **Rights in Data (APR 84)**

1. **Subject Data**
  - i. The term "Subject Data" as used herein includes writings, information stored in any form, sound recordings, computer programs, pictorial reproductions, drawings, or other graphic representations and works of any similar nature which are first generated, produced or composed in the performance of this contract, whether delivered or not under this contract.
  - ii. All Subject Data shall be the sole property of the Buyer. The Contractor shall not publish, reproduce, distribute or otherwise make disposition of such Subject Data in whole or in part or in any manner or form, or authorize others to do so without the prior written consent of the Contracting Officer or until such time as the Government may have released such Subject Data to the public.
2. **Other Data**
  - i. The term "Other Data" as defined herein includes writings, information stored in any form, sound recordings, computer programs, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, not generated, produced, or composed for the first time in the performance of this contract, whether or not copyrighted, which are delivered under this contract.
  - ii. The Government may duplicate, use and disclose in any manner and for any purpose whatsoever, and have others so do, all or any part of the Other Data delivered by the Contractor to the Government under this contract except as provided by subparagraph (2)(ii)(a) below.
    - a. **Material Covered by Copyright.** The Contractor agrees to and does hereby grant to the Government, and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive and irrevocable license, throughout the world for Government purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all Other Data now or hereafter covered by copyright. No such copyrighted matter shall be included in Other Data furnished hereunder without the written permission of the copyright owner for the Government to use such copyrighted matter in the manner described in this subparagraph (2)(ii)(a).
3. The terms "Subject Data" and "Other Data" as defined herein do not include financial reports, cost analysis and similar information incidental to contract administration.
4. The Contractor shall report to the Government promptly and in reasonable written detail each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.

#### **7. Certifications**

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

|   | <b>FAR Clause Title</b>  | <b>FAR Ref.</b> |
|---|--|-----------------|
| A | Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or proposed for Debarment (July 1995) (over \$25,000) | 52.209-6        |
| B | Subcontractor Cost or Pricing Data (Oct 1997) (over \$500,000)   | 52.215-12       |
| C | Utilization of Small, Small Disadvantaged and Women-Owned Business Concerns (Jan 1999)   | 52.219-8        |
| D | Clean Air and Water Certification (over \$100,000)   | 52.223-2        |

**C. FAR Clauses**

**NOTE:** Additional clauses may be required if specified on the Order or Contract.

If this order identifies a Government prime contract number, the following FAR provisions apply:

|           |  |
|-----------|--|
| 52.202-1  | Definitions  |
| 52.203-2  | Certificate of Independent Price Determination   |
| 52.203-3  | Gratuities   |
| 52.203-5  | Covenant Against Contingent Fees (orders over \$100,000 only)  |
| 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   |
| 52.204-3  | Taxpayer Identification  |
| 52.204-5  | Women-Owned Business   |
| 52.204-6  | DUNS Number  |
| 52.207-4  | Economic Purchase Quantity - Supplies  |
| 52.208-8  | Helium Requirement Forecast & Required Sources for Helium  |
| 52.209-6  | Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment                           |
| 52.211-14 | Notice of Priority Rating for National Defense Use [Does not apply to foreign entities]  |
| 52.214-26 | Audit and Records - Sealed Bidding (orders over \$10,000 only)   |
| 52.214-27 | Price Reduction for Defective Cost or Pricing Data Modifications Sealed Bidding  |
| 52.214-28 | Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding  |
| 52.214-30 | Annual Representations & Certifications - Sealed Bidding [Applicable to subcontractors who provide annual certifications and representations only] |
| 52.215-7  | Annual Representations & Certifications - Negotiation [Applicable to subcontractors who provide annual certifications and representations only]    |
| 52.215-6  | Place of Performance   |
| 52.215-9  | Changes or Additions to Make-Or-Buy Program  |
| 52.215-17 | Waiver of Facilities Capital Cost of Money [If 52.215-12 applies]  |
| 52.216-15 | Predetermined Indirect Cost Rates (cost reimbursement orders only)   |
| 52.219-1  | Small Business Program Representations   |
| 52.219-10 | Incentive Subcontracting Program   |
| 52.219-16 | Liquidated Damages - Subcontracting Plan   |
| 52.219-22 | Small Disadvantaged Business Status  |
| 52.219-25 | Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting  |
| 52.219-26 | Small Disadvantaged Business Participation program - Incentive Subcontracting  |
| 52.222-3  | Convict Labor (E.O. 11755)   |
| 52.222-24 | Pre-award On-Site Equal Opportunity Compliance Evaluation  |
| 52.222-25 | Affirmative Action Compliance  |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction  |
| 52.222-29 | Notification of Visa Denial  |
| 52.222-41 | Service Contract Act of 1965, As Amended   |
| 52.223-4  | Recovered Material Certification   |
| 52.223-5  | Pollution Prevention & Right-To-Know Information   |
| 52.223-6  | Drug-Free Workplace  |
| 52.223-9  | Certification and Estimate of Percentage of Recovered Material Content for EPA Designated Items  |
| 52.225-1  | Buy American Act – Balance of Payments Program Certificate   |
| 52.225-2  | Buy American Act-Certificate   |
| 52.225-3  | Buy American Act - North American Free Trade Agreement – Israel Trade Act Balance of Payments Program  |
| 52.225-4  | Buy American Act - North American Free Trade Agreement – Israel Trade Act Balance of Payments Program Certificate                                  |
| 52.225-5  | Trade Agreements   |

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| 52.225-6  | Trade Agreements Certificate  |
| 52.225-7  | Waiver of Buy American Act for Civil Aircraft & Related Articles  |
| 52.225-9  | Buy American Construction Materials   |
| 52.225-11 | Buy American Act- Construction Materials Under Trade Agreements   |
| 52.225-13 | Restrictions on Certain Foreign Purchases   |
| 52.225-15 | Sanctioned European Union Country End Products  |
| 52.226-1  | Utilization of Indian Organizations & Indian-Owned Economic Enterprises   |
| 52.226-2  | Historically Black College or University and Minority Institution Representation  |
| 52.227-1  | Authorization and Consent   |
| 52.227-3  | Patent Indemnity  |
| 52.227-6  | Royalty Information   |
| 52.227-9  | Refund of Royalties   |
| 52.227-10 | Filing for Patent Applications- Classified Subject  |
| 52.227-11 | Patents Rights- Retention by Customer- (short Form)   |
| 52.227-12 | Patent Rights- Retention by the Contractor (Long Form)  |
| 52.227-13 | Patent Rights - Acquisition by the Government   |
| 52.227-15 | Representation of Limited Rights Data & Restricted Rights 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-Restricted Rights  |
| 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  | Worker's Compensation Insurance (Defense Base Act)  |
| 52.228-4  | Workers' Compensation & War-Hazard Insurance Overseas   |
| 52.228-5  | Insurance- Work on a Government Installation  |
| 52.228-7  | Insurance-Liability to Third Persons (cost reimbursement orders only; applicable only after written approval by the Government) |
| 52.229-2  | North Carolina State & Local Sales & Use Tax  |
| 52.229-3  | Federal, State & Local Taxes  |
| 52.229-4  | Federal, State & Local Taxes (Noncompetitive Contract)  |
| 52.229-5  | Taxes - Contracts Performed in US Possessions or Puerto Rico  |
| 52.229-6  | Taxes - Foreign Fixed Price Contracts   |
| 52.229-7  | Taxes - Fixed Price Contracts with Foreign Governments  |
| 52.229-10 | State of New Mexico Gross Receipts & Compensating Tax   |
| 52.230-1  | Cost Accounting Standards Notices and Certification   |
| 52.230-4  | Consistency in Cost Accounting Practices  |
| 52.232-16 | Progress Payments   |
| 52.232-17 | Interest  |
| 52.233-3  | Protest After Award and Alt 1   |
| 52.234-1  | Industrial Resources Developed Under Defense Production Act Title III   |
| 52.236-13 | Accident Prevention   |
| 52.237-8  | Restriction on Severance Payments to Foreign Nationals  |
| 52.237-10 | Identification of Uncompensated Overtime [If for professional or technical services]  |
| 52.242-2  | Production Progress Reports   |
| 52.242-3  | Penalties for Unallowable Costs   |
| 52.242-4  | Certification of Final Indirect Costs [applicable to cost reimbursement subcontracts over \$500,000]                            |
| 52.242-13 | Bankruptcy  |
| 52.242-15 | Stop-Work Order. "90 days" is modified to read "180 days."  |
| 52.242-16 | Stop Work Order – Facilities  |
| 52.242-17 | Government Delay of Work  |
| 52.243-1  | Changes – Fixed Price   |
| 52.243-4  | Changes   |
| 52.243-5  | Changes and Changed Conditions  |
| 52.243-6  | Change Order Accounting   |
| 52.245-1  | Property Records  |
| 52.245-3  | Identification of Government Property   |
| 52.245-9  | Use & Charges   |
| 52.246-23 | Limitation of Liability (subject to approval by the Government)   |
| 52.246-24 | Limitation of Liability - High-Value Items (subject to approval by the Government)  |
| 52.246-25 | Limitation of Liability - Services  |
| 52.250-1  | Indemnification Under Public Law 85-804 (prior written approval by the Government is required)                                  |

\*\*\*\*\*DFARS Clauses (also see AFC002B-06)\*\*\*\*\*

If this order identifies a Department of Defense prime contract number, the following DFARS provisions apply to this order:

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| 252.203-7001        | Special Prohibition on Employment. "Government" is not changed in this clause. A new paragraph (f) has been added as follows "Seller shall not employ or allow to serve, as a director or consultant of Seller, any person in contravention of paragraph (b)." 252.203-7001(f) is changed to (g) and the flowdown provision at 252.203-7001(g) has been deleted.  |
| 252.204-7000        | Disclosure of Information   |
| 252.206-7000        | Domestic Source Restrictions  |
| 252.208-7000        | Intent to Furnish Precious Metals as Government-Furnished Material  |
| 252.209-7000        | Acquisitions from Subcontractors Subject to On-Site Inspection under the INF Treaty." This clause does not apply to subcontracts for the acquisition of commercial items or supplies.   |
| 252.209-7001        | Disclosure of Ownership or Control by the Government of a Terrorist Country   |
| 252.209-7002        | Disclosure of Ownership or Control by a Foreign Government  |
| 252-209-7003        | Compliance with Veterans' Employment Reporting Requirements   |
| 252-209-7004        | Subcontracting With Firms That Are Owned or Controlled by the Government of a Terrorist Country   |
| 252.211-7000        | Acquisition Streamlining (orders over \$1,000,000)  |
| 252.215-7000        | Pricing of Adjustments  |
| 252.215-7002        | Cost Estimating System Requirements   |
| 252-217-7003        | Changes   |
| 252.217-7026        | Identification of Sources of Supply   |
| 252.219-7003        | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)   |
| 252.219-7004        | Small Business and Small Disadvantaged Business Subcontracting Plan (Test Program)  |
| 252.222-7000        | Restrictions on Employment of Personnel   |
| 252.222-7002        | Compliance with Local Labor Laws (Overseas)   |
| 252.222-7005        | Prohibition on Use of Nonimmigrant Aliens- Guam   |
| 252.223-7001        | Hazard Warning Labels   |
| 252.223-7002        | Safety Precautions for Ammunition and Explosives  |
| 252.223-7003        | Change in Place of Performance - Ammunition & Explosives  |
| 252.223-7004        | Drug-Free Work Force  |
| 252.223-7006        | Prohibition on Storage and Disposal of Toxic and Hazardous Materials  |
| 252.223-7007        | Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives  |
| 252.225-7000        | Buy American Act and Balance of Payments Program Certificate  |
| 252.225-7001        | Buy American Act and Balance of Payments Program. "Government" is not changed in this clause.   |
| 252.225-7002        | Qualifying Country Sources as Subcontractors  |
| 252.225-7003        | Information for Duty-Free Entry Evaluation  |
| 252.225-7005        | Identification of Expenditures in the United States   |
| 252.225-7006        | Buy American Act-Trade Agreements Act-Balance of Payments Program Certificate   |
| 252.225-7007        | Buy American Act-Trade Agreements Act-Balance of Payments Program   |
| 252.225-7008        | Supplies to be Accorded Duty Free Entry   |
| 252.225-7009        | Duty-Free Entry-Qualifying Country Supplies (End Products and Components). This clause applies to subcontracts involving supplies to be accorded duty-free entry under the prime contract. Paragraph (e) is modified to read "Buyer will obtain from the Government duty-free entry of qualifying country supplies for which the shipping documents bear the notation specified in paragraph (f) of this clause." No change to "Contracting Officer," "Government," "prime contractor," or "prime contract" in paragraphs (c), (d), (i) or (k); except change "Contracting Officer administering the prime contract" and "contract administration office" in paragraph (i) to "Buyer's Purchasing Representative" and "Contracting Officer" in paragraph (i)(10) to "Government." |
| 252.225-7010        | Duty Free Entry Additional Provisions. Delete "administering the prime contract" after "Contracting Officer" and "contract or" before "subcontract" in paragraph (c). No change to "Government" in (c)(10), (e)(1) or (g)(1). No change to "Contracting Officer" in (d), but change "Contracting Officer" in (c)(10) to "Government."   |
| 252.225-7011        | Restriction on Acquisition of Supercomputers  |
| 252.225-7012        | Preference for Certain Domestic Commodities   |
| 252.225-7013        | Duty Free Entry   |
| <b>252.225-7014</b> | <b>Preference for Domestic Specialty Metals</b>   |
| 252.225-7015        | Preference for Domestic Hand or Measuring Tools   |
| 252.225-7016        | Restriction on Acquisition of Ball or Roller Bearings   |
| 252.225-7018        | Notice of Prohibition of Certain Controls with Foreign Entities for the Conduct of Ballistic Missile Defense  |
| 252.225-7019        | Restriction of Acquisition of Anchor and Mooring Chain  |
| 252.225-7020        | Trade Agreements Certificate  |
| 252.252-7021        | Trade Agreements  |
| 252.225-7022        | Restrictions on Acquisition of Polyacrylonitrile Carbon Fiber   |
| 252.225-7024        | Restriction on Acquisition of Night Vision Image Intensifier Tubes and Devices  |
| 252.225-7025        | Restrictions on Acquisition of Forgings   |
| 252.225-7026        | Reporting of Contract Performance Outside the United States. Paragraphs (a)(1), (b)(1) and (b)(3) are deleted. Paragraph (c) is deleted. Paragraphs (a)(2), (a)(3) and (b)(2) have been renumbered and revised as follows: (a)(1) "Subcontracts exceeding \$500,000 that could be performed . . ." (a)(2) "Subcontracts exceeding \$25,000 that could be performed . . ." (b)(1)  |

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|              | delete everything after "known." Paragraph (a)(3)(ii) is renumbered and changed to read "Seller's" for "Offeror's." Delete "Offeror" in (b)(4).   |
| 252.225-7027 | Restriction on Contingent Fees for Foreign Military Sales   |
| 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments  |
| 252.225-7029 | Preference for United States or Canadian Air Circuit Breakers   |
| 252.225-7030 | Restriction of Acquisition of Carbon, Alloy, and Armor Steel Plate  |
| 252.225-7031 | Secondary Arab Boycott of Israel  |
| 252.225-7032 | Waiver of United Kingdom Levies (applicable to subcontracts with U.K. firms)  |
| 252.225-7033 | Restriction on Acquisition of 4 Ton Dolly Jacks   |
| 252.225-7035 | Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program Certificate   |
| 252.225-7036 | Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program   |
| 252.225-7037 | Duty-Free Entry -- Eligible End Products. Paragraph (e) is modified to read "Buyer will obtain from the Government duty-free entry certificates and afford such assistance as appropriate to obtain the duty-free entry of qualifying country supplies for which the shipping documents bear the notation specified in paragraph (f) of this clause." No change to Contracting Officer," "Government," "prime contractor" or "prime contract" in paragraphs (c), (d), (l) or (k); except change "Contracting Officer administering the prime contract" and "contract administration office" in paragraph (l) to "Buyer's Purchasing Representative" and "Contracting Officer" in paragraph (l)(10) to "Government." |
| 252.225-7038 | Restriction on Acquisition of Aircraft Fuel Cells   |
| 252.225-7042 | Authorization to Perform  |
| 252.225-7043 | Antiterrorism/Force Protection Policy for Defense Contractors Outside the US  |
| 252.227-7013 | Rights in Technical Data - Noncommercial Items. This clause is applicable when the prime contractor will deliver technical data, but not software, to the Government from the subcontractor. "To the Contractor" has been deleted from (b)(1)(vi) and "contract or" and "thereunder" have been deleted from (b)(1)(ix). "Buyer or" is added before "Government" in (c) and (l). The second and third occurrences of "Contracting Officer" are changed to "Government" in (e)(4). "And the Government" is added after "parties" in (h)(1). In (h)(2) "sixty (60)" is changed to "fifty (50)" days. No substitutions for "Government" have been made.   |
| 252.227-7014 | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. This clause is applicable when software and software documentation will be delivered to the Government by the prime contractor from the subcontractor. "[To the Contractor" has been deleted from (b)(1)(iii) and "contract or" and "thereunder" have been deleted from (b)(1)(vi). "Buyer or" is added before "Government" in (i). The second and third occurrences of "Contracting Officer" have been changed to "Government" in (e)(4). "And the Government" is added after "parties" in (h)(1). In (h)(2) "sixty (60)" is changed to "fifty (50)" days. No substitutions for "Government" have been made.          |
| 252.227-7015 | Technical Data - Commercial Items (In lieu of DFARS 252.227--7013 for Commercial Items). This clause is applicable only when commercial item (as defined in the FAR) technical data is deliverable to the Government by the prime from the subcontractor. No substitutions for "Contracting Officer" or "Government" have been made.  |
| 252.227-7016 | Rights in Bid or Proposal Information. This clause applies when clause 252.227-7013 is used. No substitutions for "Government" or "Contracting Officer" are made.   |
| 252.227-7017 | Identification and Assertion of Use, Release, or Disclosure Restrictions  |
| 252.227-7018 | Rights in Noncommercial Technical Data and Computer Software-Small Business Innovation Research (SBIR) Program  |
| 252.227-7019 | Validation of Asserted Restrictions -- Computer Software." This clause applies when clause 252.227-7014 is used. "Buyer's Purchasing Representative" is substituted for "Contracting Officer" in paragraph (b); otherwise no substitutions are made for "Contracting Officer" or "Government." In paragraphs (f)(5) and (f)(6), "the prime contract" is substituted for "this contract."  |
| 252.227-7020 | Rights in Special Works   |
| 252.227-7021 | Rights in Data - Existing Works   |
| 252.227-7022 | Government Rights - Unlimited   |
| 252.227-7023 | Drawings and Other Data to Become Property of the Government  |
| 252.227-7024 | Notice and Approval of Restricted Designs   |
| 252.227-7025 | Limitations on the Use or Disclosure of Government-furnished Information Marked with Restrictive Legends. This clause applies when clause 252.227-7013 or 252.227-7014 are used. No substitution is made for "Government."  |
| 252.227-7026 | Deferred Delivery of Technical Data or Computer Software  |
| 252.227-7027 | Deferred Ordering of Technical Data or Computer Software  |
| 252.227-7028 | Technical Data or Computer Software Previously Delivered to the Government  |
| 252.227-7030 | Technical Data - Withholding of Payment." This clause is applicable when clause is used. "Buyer" is substituted for "Contracting Officer" in paragraph (a). In paragraph (b), "or Buyer" is added after "Government."   |
| 252.227-7032 | Rights in Technical Data and Computer Software (Foreign)  |
| 252.227-7033 | Rights in Shop Drawings   |
| 252.227-7034 | Patents-Subcontracts  |

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| 252.227-7036 | Certification of Technical Data Conformity   |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data." This clause applies when clause 252.227-7013, 252.227-7014 or 252.227-7015 are used. In paragraph (b), "Contractor's" remains in the clause with a lower case "c." In paragraphs (c) and (d)(1), "hereunder" is inserted after "subcontract." In paragraphs (f) and (g)(2)(i), change "this contract" to "the prime contract," and in paragraph (l), change "a contract" to "the prime contract." No substitutions for "Government" or "Contracting Officer" are made.  |
| 252.227-7039 | Patents - Reporting of Subject Inventions  |
| 252.228-7000 | Reimbursement for War Hazard Losses  |
| 252.228-7001 | Ground & Flight Risk   |
| 252.228-7002 | Aircraft Flight Risk   |
| 252.228-7003 | Capture and Detention  |
| 252.228-7005 | Accident Reporting and Investigation - Aircraft, Missiles, and Space Launch Vehicles   |
| 252.229-7000 | Invoices Exclusive of Taxes or Duties  |
| 252.229-7001 | Tax Relief   |
| 252.229-7002 | Customs Exemptions (Germany)   |
| 252.229-7003 | Tax Exemptions (Italy)   |
| 252.229-7004 | Status of Contractor as A Direct Contractor (Spain)  |
| 252.229-7005 | Tax Exemptions (Spain)   |
| 252.229-7006 | Value Added Tax Exclusion (United Kingdom)   |
| 252.229-7007 | Verification of US Receipt of Goods  |
| 252.229-7008 | Relief from Import Duty (United Kingdom)   |
| 252.231-7000 | Supplemental Cost Principles   |
| 252.234-7000 | Notice of Earned Value Management System   |
| 252.234-7001 | Earned Value management System   |
| 252.235-7000 | Indemnification Under 10 USC 2354- Fixed Price (Subject to prior government approval)  |
| 252.235-7001 | Indemnification Under 10 USC 2354- Cost Reimbursement (Subject to prior government approval)   |
| 252.235-7002 | Animal Welfare   |
| 252.235-7003 | Frequency Authorization  |
| 252.235-7005 | Contractor-acquired Property   |
| 252.235-7006 | Title to Contractor-acquired Property  |
| 252.236-7000 | Modification Proposal- Price Breakdown   |
| 252.239-7000 | Protection Against Compromising Emanations   |
| 252.239-7016 | Telecommunications Security Equipment, Devices, Techniques, and Services   |
| 252.242-7004 | Material Management and Accounting System  |
| 252.242-7005 | Cost/Schedule Status Report  |
| 252.242-7006 | Cost/Schedule Status Report Plans  |
| 252.243-7000 | Engineering Change Proposals   |
| 252.243-7001 | Pricing of Contract Modifications  |
| 252.243-7002 | Requests for Equitable Adjustments   |
| 252.244-7000 | Subcontracts For Commercial items and Commercial Components (DOD)  |
| 252.245-7001 | Reports of Government Property   |
| 252.246-7001 | Warranty of Data   |
| 252.247-7007 | Liability & Insurance  |
| 252.247-7022 | Representation of Extent of Transportation by Sea  |
| 252.247-7023 | Transportation of Supplies by Sea. "Prime contractor" in paragraph (a)(5) is changed to "Seller," and "the prime contract" to "this order." Paragraph (b), second sentence has been modified as to read "The Seller and its subcontractors may request that the Buyer obtain Government authorization for shipment . . ." In paragraph (c) "Contracting Officer" is changed to "Buyer" in the second sentence. "45" is changed to "60" days in paragraph (c) and "30" to "25" in paragraph (d). In paragraph (d) "and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590," is deleted. In paragraph (f) "for the purposes of the Prompt Payment clause of this contract" is deleted. |
| 252.247-7024 | Notification of Transportation of Supplies by Sea. This clause applies to subcontracts when the prime's original response to the solicitation stated that no transportation by sea was contemplated. Paragraph (a) has been modified to read "If, after the award of this order, the Seller learns that supplies . . ." (This clause does not apply to subcontracts for the acquisition of commercial supplies or items.)  |
| 252.248-7000 | Preparation of Value Engineering Proposals   |
| 252.249-7000 | Special Termination Costs  |
| 252.249-7002 | Notification of Anticipated Contract Terminations or Reductions. "Buyer" is substituted for "Contracting Officer" throughout. Paragraph (d)(1) is modified to read "Provide notice of the proposed termination or reduction to each subcontractor with a subcontract of \$100,000 or more under the program . . ."   |
| 252.226-7001 | Should this order exceed \$100K this clause applies:<br>Utilization of Indian Organizations and Indian-Owned Economic Enterprises- DoD Contracts   |

**NASA FAR Supplement Clauses**

- 1) If this order identifies a NASA prime contract number, the following NASA FAR Supplement (NFS) clauses, in addition to the applicable FAR/DFARS clauses set forth above, are hereby incorporated by reference and made a part of this order. The clauses cited below shall be the clauses in effect on the date of, and as required by, Buyer's prime contract identified on the face of this order:

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| 18-52.204-75 | Security Classification Requirements   |
| 18-52.204-76 | Security Requirements for Unclassified Automated Information Resources   |
| 18-52.208-81 | Restrictions on Printing and Duplicating   |
| 18-52.209-70 | Product Removal from Qualified Products List   |
| 18-52.209-71 | Limitation of Future Contracting   |
| 18-52.209-72 | Composition of the Contractor  |
| 18-52.211-70 | Packaging, Handling and Transportation   |
| 18-52.215-73 | Small, Small Disadvantaged, and Women-owned Small Business Subcontracting Plan   |
| 18-52.215-78 | Make or Buy Program Requirements   |
| 18-52.215-79 | Price Adjustments for "Make-or-Buy" Changes  |
| 18-52.219-74 | Use of Rural Area Small Businesses   |
| 18-52.219-75 | Small Disadvantaged, and Women-owned Small Business Subcontracting Reporting   |
| 18-52.219-76 | NASA 8 Percent Goal  |
| 18-52.223-70 | Safety and Health  |
| 18-52.223-71 | Frequency Authorization  |
| 18-52.223-73 | Safety & Health Plan   |
| 18-52.223-74 | Drug and Alcohol-Free Workforce  |
| 18-52.223-75 | Major Breach of Safety or Security   |
| 18-52.225-8  | Duty-Free Entry of Space Articles  |
| 18-52.225-70 | Export Licenses  |
| 18-52.227-11 | Patent Rights - Retention by the Contractor (Short Form)   |
| 18-52.227-14 | Rights in Data - General   |
| 18-52.227-17 | Rights in Data - Special Works   |
| 18-52.227-19 | Commercial Computer Software - Restricted Rights   |
| 18-52.227-70 | New Technology   |
| 18-52.227-71 | Requests for Waiver of Rights to Inventions  |
| 18-52.227-72 | Designation of New Technology Representative and Patent Representative   |
| 18-52.227-84 | Patent Rights Clauses  |
| 18-52.227-85 | Invention Reporting and Rights - Foreign   |
| 18-52.227-86 | Commercial Computer Software - Licensing   |
| 18-52.227-87 | Transfer of Technical Data under Space Station International Agreement   |
| 18-52.228-72 | Cross-Waiver of Liability for Space Shuttle Services   |
| 18-52.228-75 | Minimum Insurance Coverage   |
| 18-52.228-76 | Cross-Waiver of Liability for Space Station Services   |
| 18-52.228-78 | Cross-Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches  |
| 18-52.231-71 | Determination of Compensation Reasonableness   |
| 18-52.232-82 | Submission of Requests for Progress Payments   |
| 18-52.235-70 | Center for Aerospace Information   |
| 18-52.237-71 | Pension Portability  |
| 18-52.242-70 | Technical Direction, where "COTR" shall be deemed to be Buyer's Purchasing Representative  |
| 18-52.242-71 | Travel Outside the U.S.  |
| 18-52.242-73 | NASA Contractor Financial Management Reporting   |
| 18-52.243-70 | Engineering Change Proposals." "Contracting Officer" shall mean Buyer's Purchasing Representative.                                 |
| 18-52.243-71 | Shared Savings. "Contracting Officer" shall mean "Buyer's Purchasing Representative"   |
| 18-52.244-70 | Geographic Participation in the Aerospace Program  |
| 18-52.245-70 | Contractor Requests for Government-Owned Equipment   |
| 18-52.245-71 | Installation-Provided Government Property  |
| 18-52.245-72 | Liability for Government Property Furnished for Repair or Other Services   |
| 18-52.245-73 | Financial Reporting of NASA Property. Reports shall be made directly to Buyer.   |
| 18-52.245-74 | Contractor - Accountable On-Site Government Property   |
| 18-52.245-75 | Title to Equipment   |
| 18-52.245-76 | List of Government-furnished Property  |
| 18-52.245-77 | List of Installation-Provided Property and Services  |
| 18-52.245-79 | Use of Government-Owned Property   |
| 18-52.245-80 | Use of Government Production and Research Property on a No-Charge Basis. All requests shall be made through and approved by Buyer. |
| 18-52.246-70 | Mission Critical Space System Personnel Reliability Program  |
| 18-52.246-72 | Material Inspection & Receiving Report   |
| 18-52.246-73 | Human Space Flight Item  |

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