

HONEYWELL FEDERAL MANUFACTURING & TECHNOLOGIES, LLC
TERMS AND CONDITIONS OF PURCHASE,
TIME AND MATERIAL OR LABOR HOUR PURCHASE ORDER/CONTRACT

Effective: 4/2016

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1. INTRODUCTION

- (a) The goods, services, or construction covered by this purchase order/contract shall be furnished subject to the terms and conditions set forth herein.
- (b) This purchase order/contract is the complete and exclusive statement of the terms of the agreement between Seller and Buyer.
- (c) No modification of this purchase order/contract (including any addition, deletion, or other modification proposed in Seller's acceptance) shall be binding on Buyer unless agreed to by Buyer in a writing signed by Buyer's Purchasing Department Representative.

2. DEFINITIONS

As used throughout this purchase order/contract, the following terms shall have the meaning set forth below:

- (a) "Buyer" means Honeywell Federal Manufacturing & Technologies, LLC, in the performance of its prime contract with The United States of America and includes any duly authorized representative thereof acting within authorized limits.
- (b) "Commercial Item" or "Commercial Component" means the same as the definitions for these terms at FAR 2.101.
- (c) "Contract" means the same as the definition at FAR 2.101 and specifically includes this purchase order/contract.
- (d) "Contracting Officer" means the same as the definition at FAR 2.101 and specifically includes "Buyer" to the extent necessary to enable Buyer to administer this purchase order/contract and to perform its obligations under its Government prime contract
- (e) "Contractor" means "Buyer" when used in the context of referring to a prime contractor with the U.S. Government in a FAR or DEAR clause/provision incorporated into this purchase order/contract. In all other instances, "Contractor" means "Seller."
- (f) "Counterfeit Item" A counterfeit item is one that has been copied or substituted without legal right or authority or whose material, performance or characteristics have been misrepresented by the supplier or manufacturer.
- (g) "DOE" means U.S. Department of Energy or any duly authorized representative thereof, including the Contracting Officer.
- (h) "DEAR" means Department of Energy Acquisition Regulation, including all amendments and changes thereto in effect on the date of issuance of this purchase order/contract.
- (i) "FAR" means Federal Acquisition Regulation, including all amendments and changes thereto in effect on the date of issuance of this purchase order/contract.
- (j) "Government" means The United States of America, and shall include Buyer to the extent necessary to enable Buyer to administer this purchase order/contract and to perform its obligations under its Government prime contract.
- (k) "Order" means purchase order/contract when used in the context of referring to a contractual relationship between Buyer and Seller.
- (l) "Subcontract(s)" and "Subcontractor(s)" includes this purchase order/contract when used in a FAR or DEAR clause referring to a prime and subcontractor relationship. Otherwise, it means Seller's lower tier subcontract(s) and subcontractor(s), respectively. The term "subcontract" includes purchase orders and changes, modifications, or amendments to subcontracts and purchase orders.
- (m) "Suspect Item" An item is suspect when inspection or testing indicates that it may not conform to established Government or industry-accepted specifications or national consensus standards or whose documentation, appearance, performance,

material or other characteristics may have been misrepresented by the supplier or manufacturer.

3. CHANGES

- (a) Buyer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this purchase order/contract in any one or more of the following:
 - (1) Drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery or performance.
 - (4) Amount of Buyer-furnished property.
- (b) If any such change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this purchase order/contract, whether or not changed by the written order, or otherwise affects any other terms and conditions of this purchase order/contract, Buyer shall make an equitable adjustment in the (1) ceiling price, (2) hourly rates, (3) delivery or completion schedule, and (4) other affected terms, and shall modify the purchase order/contract accordingly.
- (c) Seller must assert any right it may have to an adjustment in writing to Buyer and any such written assertion must be received by Buyer within 30 days from the date of receipt of the written order by Seller. However, if Buyer decides that facts justify it, Buyer may receive and act upon any such claim asserted at any time prior to final payment under this purchase order/contract.
- (d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse Seller from proceeding with the purchase order/contract as changed.

4. SHIPPING INSTRUCTIONS AND INSURANCE

- (a) If Buyer is responsible for shipping costs under this purchase order/contract and has authorized shipment on a commercial bill of lading, the commercial shipping documents must be annotated as follows:

"Transportation under this tender is for the U.S. Department of Energy and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are to be reimbursed by the Government, according to Cost-Reimbursement Contract Number DE-NA0000622."

- (b) A packing list must accompany each shipment; otherwise, Buyer's count will be accepted as final and conclusive. The packing list must indicate Buyer's purchase order/contract number and the part number or code number. If shipment is made by Seller's supplier, Seller's name must be shown on the packing list in addition to the above information. Seller shall mark Buyer's purchase order/contract number on all packages and consolidate daily shipments. If transportation charges are dependent on released valuation, Seller shall release the shipment at the value resulting in the lowest charges. Bill of lading advice of shipment must be sent as soon as material is forwarded, giving the correct purchase order/contract, part, or requisition number, description of material and full forwarding information. All material must be forwarded in accordance with routing specified on this purchase order/contract or additional instructions issued by Buyer. Seller shall not insure item(s) shipped FOB shipping point.

5. STATE AND LOCAL TAXES

- (a) Seller agrees to notify Buyer of any State or local tax, fee, or charge levied or purported to be levied on or collected from Seller with respect to the work under this purchase order/contract; any transaction thereunder; or property in custody or control of Seller and constituting an allowable item of cost if due and payable, but which Seller has reason to believe, or Buyer has advised Seller, is or may be inapplicable or invalid; and Seller further agrees to refrain from paying any such tax, fee, or charge unless authorized in writing by Buyer. Any State or local tax, fee, or charge paid with the approval of Buyer or on the basis of advice from Buyer that such tax, fee, or charge is applicable and valid and which would otherwise be an allowable item of cost shall not be disallowed as an item of cost by reason of any subsequent ruling or determination that such tax, fee, or charge was in fact inapplicable or invalid.
- (b) Seller agrees to take such action as may be required or approved by Buyer to cause any State or local tax, fee, or charge which would be an allowable cost to be paid under protest; and to take such action as may be required or approved by Buyer to seek recovery of any payments made, including assignment to Buyer or its designee of all rights to an abatement or refund thereof, and granting permission for Buyer or its designee to join with Seller in any proceedings for the recovery thereof or to sue for recovery in the name of Seller. If Buyer directs Seller to institute litigation to enjoin the collection of or to recover payment of any such tax, fee, or charge referred to above, or if a claim or suit is filed against Seller for a tax, fee, or charge it has refrained from paying in accordance with this clause, the costs and expenses incurred by Seller shall be allowable items of cost as provided in this purchase order/contract, together with the amount of any judgment rendered against Seller.
- (c) Buyer shall save Seller harmless from penalties and interest incurred through compliance with this clause. All recoveries or credits in respect of the foregoing taxes, fees, and charges (including interest) shall inure to and be for the sole benefit of Buyer or its designee.
- (d) Seller agrees to incorporate the substance of this clause, including this paragraph (d), in all cost-type subcontracts under this purchase order/contract.

6. INVOICE, DISCOUNTS AND PAYMENTS

Seller shall be paid, upon submission of proper invoice(s), the prices stipulated herein for items and services accepted by Buyer, less any deductions, set-offs or recoupments. Seller shall submit an original invoice (electronic submission preferred) to the billing address specified in the purchase order/contract. Unless otherwise specified in the purchase order/contract billing instructions, each invoice must include the following information:

- (1) Unique or non-repeating invoice number;
- (2) Invoice date;
- (3) Buyer's purchase order/contract number;
- (4) Purchase order/contract line item number, description of product or service, quantity, unit of measure, unit price, and extended price for each line item for which payment is being requested;
- (5) Total invoice price;
- (6) Seller standard payment terms, or;
- (7) Discount payment terms offered;

- (8) If applicable, identify shipping number and date of shipment, including bill of lading number and weight if shipped on a Government bill of lading;
- (9) Seller name;
- (10) Seller remit payment address;
- (11) Name, address, and phone number of Seller representative to contact in the event of a defective invoice.

Buyer shall pay Seller as follows upon the submission of invoices approved by Buyer:

(a) Hourly Rate.

- (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the purchase order/contract by the number of direct hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Invoices may be submitted once each month (or at more frequent intervals, if approved by Buyer) to Buyer or Buyer's designee. Seller shall substantiate invoices by evidence of actual payment and by individual daily job timecards, or other substantiation approved by Buyer. Promptly after receipt of each substantiated invoice, Buyer shall, except as otherwise provided in this purchase order/contract, and subject to the terms of (e) below, pay the invoice as approved by Buyer.
- (2) Unless otherwise prescribed in the purchase order/contract, Buyer may withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by Seller as provided in paragraph (f) below.
- (3) Unless the purchase order/contract prescribes otherwise, the hourly rates shall not be varied by virtue of Seller having performed work on an overtime basis. If no overtime rates are provided in the purchase order/contract and overtime work is approved in advance by Buyer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this purchase order/contract. If the purchase order/contract provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by Buyer.

(b) Materials and Subcontracts.

- (1) Allowable costs of direct materials shall be determined by Buyer in accordance with FAR Subpart 31.2, as supplemented by the DEAR, in effect on the date of this purchase order/contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with Seller's usual accounting practices consistent with Subpart 31.2 of the FAR. Seller shall be reimbursed for items and services purchased directly for the purchase order/contract only when cash, check, or other forms of actual payment have been made for such purchased items or services. Direct materials, as used in this clause, are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

- (2) The cost of subcontracts that are authorized under the Subcontracts clause of this purchase order/contract shall be reimbursable costs under this clause; provided, that the costs are consistent with subparagraph (3) below. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor in the same manner as for items and services purchased directly for the purchase order/contract only when cash, checks, or other form of payment has been made for such purchased items or services; however, this requirement shall not apply to a Seller that is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under (a)(1) above.

(3) To the extent able, Seller shall:

- (i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, Seller shall promptly notify Buyer and give the reasons. Credit shall be given to Buyer for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of Seller, or would have accrued except for the fault or neglect of Seller. The benefits lost, without fault or neglect on the part of Seller, or lost through fault of Buyer, shall not be deducted from gross costs.
- (c) Total cost. It is estimated that the total cost to Buyer for the performance of this purchase order/contract shall not exceed the ceiling price set forth in the purchase order/contract and Seller agrees to use its best efforts to perform the work specified in the purchase order/contract and all obligations under this purchase order/contract within such ceiling price. If at any time Seller has reason to believe that the hourly rate payments and material costs that will accrue in performing this purchase order/contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price, Seller shall notify Buyer giving a revised estimate of the total price to Buyer for performing this purchase order/contract with supporting reasons and documentation. If at any time during performing this purchase order/contract, Seller has reason to believe that the total price to Buyer for performing this purchase order/contract will be substantially greater or less than the then stated ceiling price, Seller shall so notify Buyer, giving a revised estimate of the total price for performing this purchase order/contract, with supporting reasons and documentation. If at any time during performing this purchase order/contract, Buyer has reason to believe that the work to be required in performing this purchase order/contract will be substantially greater or less than the stated ceiling price, Buyer will so advise Seller, giving the then revised estimate of the total amount of effort to be required under the purchase order/contract.
- (d) Ceiling price. Buyer shall not be obligated to pay Seller any amount in excess of the ceiling price in the purchase order/contract, and Seller shall not be obligated to continue performance if to do so would exceed the ceiling price, unless and until Buyer shall have notified Seller in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this purchase order/contract. When and to the extent that the ceiling price has been increased, any hours expended and material costs incurred by Seller in excess of the

ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

- (e) **Audit.** At any time before final payment under this purchase order/contract Buyer may request audit of the invoices and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts on preceding invoices that are found by Buyer not to have been properly payable and shall also be subject to reduction for overpayments or to increase underpayments. Upon receipt and approval of the invoice designated by Seller as the "completion invoice" and substantiating material, and upon compliance by Seller with all terms of this purchase order/contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), Buyer shall promptly pay any balance due Seller. The completion invoice and substantiating material shall be submitted by Seller as promptly as practicable following completion of the work under this purchase order/contract, but in no event later than 1 year (or such longer period as Buyer may approve in writing) from the date of completion.
- (f) **Assignment.** Seller, and each assignee under an assignment entered into under this purchase order/contract and in effect at the time of final payment under this purchase order/contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this purchase order/contract, a release discharging Buyer and the Government, including their officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this purchase order/contract, subject only to the following exceptions:
- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by Seller.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of Seller to third parties arising out of performing this purchase order/contract, that are not known to Seller on the date of execution of the release, and of which Seller gives notice in writing to Buyer not more than 6 years after the date of the release or the date of any notice to Seller that Buyer is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of Seller by reason of its indemnification of Buyer or Government against patent liability), including reasonable incidental expenses, incurred by Seller under the terms of this purchase order/contract relating to patents.
- (g) **Refunds.** Seller agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by Seller or any assignee, that arise under the materials portion of this purchase order/contract and for which Seller has received reimbursement, shall be paid by Seller to Buyer. Seller and each assignee, under an assignment entered into under this purchase order/contract and in effect at the time of final payment under this purchase order/contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this purchase order/contract, an assignment to Buyer of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to Buyer.
- (h) If this purchase order/contract is for labor hours only, the terms of this clause that govern reimbursement for materials is not applicable.

7. DISPUTES

- (a) Unless otherwise provided in this purchase order/contract, all disputes arising under or relating to this purchase

order/contract which are not disposed of by mutual agreement of the parties, shall be resolved under this clause.

- (b) "Claim," as used in this clause, means a written demand or written assertion by one of the parties to this purchase order/contract seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of purchase order/contract terms, or other relief arising under or relating to this purchase order/contract. A claim arising under this purchase order/contract, unlike a claim relating to this purchase order/contract, is a claim that can be resolved under a purchase order/contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by Seller seeking the payment of money exceeding \$100,000 is not a claim until certified as required by subparagraph (c)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the submission and certification requirements of this clause if it is disputed either as to liability or amount, or is not acted upon in a reasonable time.
- (c) (1) A claim by Seller shall be made in writing and submitted to the head of Buyer's Purchasing Organization for a written decision. A claim by Buyer against Seller shall be subject to a written decision by the head of Buyer's Purchasing Organization.
- (2) For Seller claims exceeding \$100,000, (of any amount when the parties have agreed to a form of alternative dispute resolution per paragraph (h) below) Seller shall submit with the claim a certification that--
- (i) The claim is made in good faith; and
 - (ii) Supporting data are accurate and complete to the best of Seller's knowledge and belief; and
 - (iii) The amount requested accurately reflects the purchase order/contract adjustment for which Seller believes Buyer is liable; and
 - (iv) A statement by the person certifying the claim that they are duly authorized to certify the claim on behalf of Seller.
- (d) The head of Buyer's Purchasing Organization shall, within 60 days, decide the claim or notify Seller of the date by which the decision will be made.
- (e) The decision rendered by the head of Buyer's Purchasing Organization shall be final and conclusive and not subject to review or revision by any forum, tribunal or Government agency unless suit is filed as provided in this clause. Within one (1) year after issuance of the decision, or upon the failure to issue such a decision within a reasonable time as provided in (d) above, the claimant party may seek relief on its claim by commencing suit in the State of Missouri. Any such suit must be filed in the District Court for the Western District of Missouri, or, in the event that such court lacks jurisdiction, in the highest level trial court of the State of Missouri having jurisdiction. The parties agree that the determination of any substantive issues of law shall be based upon applicable Federal Law. Each party also agrees that any trial resulting from such suit shall be made to a court and not to a jury. Thus, as a part of the consideration in entering into this purchase order/contract, each party waives any right it may have to a trial by jury for any dispute arising under or related to this purchase order/contract.
- (f) Buyer shall pay interest on the amount found due and unpaid from (1) the date Buyer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate fixed by the Secretary of the

Treasury under the Contract Disputes Act of 1978 (P.L. 95-563), which is applicable to the period during which Buyer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

- (g) Seller shall proceed diligently with performance of this purchase order/contract, pending final resolution of any request for relief, claim, or action arising under or relating to this purchase order/contract, and shall comply with any decision of the head of Buyer's Purchasing Organization.
- (h) Notwithstanding any other provision of this clause, the parties may, by mutual consent, agree to a form of alternative dispute resolution involving an impartial third party to mediate or arbitrate disputes.

8. APPLICABLE LAW

The rights and obligations of the parties hereto shall be governed by, and this purchase order/contract shall be interpreted in accordance with, Federal law.

9. RIGHTS AND REMEDIES OF BUYER

The rights and remedies of Buyer set forth herein shall be in addition to any other rights and remedies provided in law or equity and the failure or delay of Buyer to exercise any rights or remedies under this purchase order/contract shall not operate as a general waiver thereof.

10. EXCUSABLE DELAYS

- (a) Except for defaults of subcontractors at any tier, Seller shall not be in default because of any failure to perform this purchase order/contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of Seller. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of Seller. "Default" includes failure to make progress in the work so as to endanger performance.
- (b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both Seller and subcontractor, and without the fault or negligence of either, Seller shall not be deemed to be in default, unless:
 - (1) The subcontracted supplies or services were obtainable from other sources;
 - (2) Buyer ordered Seller in writing to purchase these supplies or services from the other source; and
 - (3) Seller failed to comply reasonably with this order.
- (c) Upon request of Seller, Buyer shall ascertain the facts and extent of the failure. If Buyer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of Buyer under the termination clause of this purchase order/contract.
- (d) Buyer shall not be in default for nonperformance caused by an occurrence beyond the reasonable control of the Buyer and without Buyer's fault or negligence such as acts of God or public enemy, acts of the Government in its sovereign capacity, fires, floods or other natural disaster, epidemics, quarantine restricts, strikes, unusually severe weather, and government

shutdowns. Buyer shall notify Seller in writing as soon as is reasonably possible after commencement of any excusable delay, setting forth full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Seller of cessation of such occurrence.

11. TERMINATION

- (a) Buyer may terminate performance of work under this purchase order/contract in whole or, from time to time, in part, if:
 - (1) Buyer determines that a termination is in Buyer's or Government's interest; or
 - (2) Seller defaults in performing this purchase order/contract and fails to cure the default within 10 days (unless extended by Buyer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.
- (b) Buyer shall terminate by delivering to Seller a Notice of Termination specifying whether termination is for default of Seller or for convenience of Buyer, the extent of termination, and the effective date. If, after termination for default, it is determined that Seller was not in default or that Seller's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of Seller as set forth in the clause entitled "Excusable Delays," the rights and obligations of the parties will be the same as if the termination was for the convenience of Buyer.
- (c) After receipt of a Notice of Termination, and except as directed by Buyer, Seller shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders, except as necessary to complete the continued portion of Buyer's purchase order/contract.
 - (3) Terminate all subcontracts to the extent they relate to the work terminated.
 - (4) Assign to Buyer or the Government, as directed by Buyer, all right, title, and interest of Seller under the subcontracts terminated, in which case Buyer or the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by Buyer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this purchase order/contract; approval or ratification will be final for purposes of this clause.
 - (6) Transfer title (if not already transferred) and, as directed by Buyer, deliver to Buyer (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, (ii) the completed or partially completed plans, drawings, information, and other property that, if the purchase order/contract had been completed, would be required to be furnished to Buyer, and (iii) the jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this purchase order/contract, the cost of which Seller has been or will be reimbursed under this purchase order/contract.
 - (7) Complete performance of the work not terminated.

- (8) Take any action that may be necessary, or that Buyer may direct, for the protection and preservation of the property related to this purchase order/contract that is in the possession of Seller and which the Government has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed or authorized by Buyer, any property of the types referred to in subparagraph (6) above; provided, however, that Seller (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, Buyer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Buyer under this purchase order/contract, credited to the price or cost of the work, or paid in any other manner directed by Buyer.
- (d) Seller shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by Buyer upon written request of Seller within the 120-day period.
- (e) After expiration of the plant clearance period as defined in FAR Subpart 45.6, Seller may submit to Buyer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by Buyer. Seller may request Buyer to remove those items or enter into an agreement for their storage. Within 15 days, Buyer will accept the items and remove them or enter into a storage agreement. Buyer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (f) After termination, Seller shall submit a final termination settlement proposal to Buyer in the form and with the certification prescribed by Buyer. Seller shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by Buyer upon written request of Seller within this 1-year period. However, if Buyer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If Seller fails to submit the proposal within the time allowed, Buyer may determine, on the basis of information available, the amount, if any, due Seller because of the termination and shall pay the amount determined.
- (g) Subject to paragraph (f) above, Seller and Buyer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The purchase order/contract shall be modified and Seller paid the agreed amount.
- (h) If Seller and Buyer fail to agree in whole or in part on the amount to be paid because of the termination of work, Buyer shall determine, on the basis of information available, the amount, if any, due to Seller, and shall pay the amount determined as follows:
- (1) If the termination is for the convenience of Buyer, include:
 - (i) An amount for direct labor hours (as defined in the purchase order/contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the purchase order/contract, less any hourly rate payments already made to Seller;
 - (ii) An amount (computed under the provisions for payment of materials) for material expenses incurred before the effective date of termination, not previously paid to Seller;
 - (iii) An amount for labor and material expenses computed as if the expenses were incurred before the effective date of termination, if they are reasonably incurred after the effective date, with the approval of or as directed by Buyer; however, Seller shall discontinue these expenses as rapidly as practicable;
 - (iv) If not included in (i), (ii), or (iii) above, the cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the purchase order/contract; and
 - (v) The reasonable costs of settlement of the work terminated, including:
 - (A) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (B) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - (C) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (2) If the termination is for default of Seller, include the amounts computed under (1) above but omit:
- (i) Any amount for the preparation of Seller's termination settlement proposal; and
 - (ii) The portion of the hourly rate allocable to profit for any direct labor hours expended in furnishing materials and services not delivered to and accepted by Buyer.
- (i) The cost principles and procedures in FAR Part 31, as supplemented by DEAR Part 931, in effect on the date of this purchase order/contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) Seller shall have the right to pursue any claim or dispute, under the clause of this purchase order/contract entitled "Disputes," from any determination made by Buyer under paragraph (f) or (h) above or paragraph (l) below, except that if Seller failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, it shall have no such right. If Buyer has made a determination of the amount due under paragraph (f), (h), or (l), Buyer shall pay Seller (1) the amount determined by Buyer if there is no right to pursue a claim or dispute or if such claim or dispute has not been timely pursued, or (2) if such claim or dispute has been pursued, the amount finally determined under the "Disputes" clause of this purchase order/contract.
- (k) In arriving at the amount due Seller under this clause, there shall be deducted:
- (1) All unliquidated advance or other payments to Seller, under the terminated portion of this purchase order/contract;
 - (2) Any claim which Buyer or the Government has against Seller under this purchase order/contract; and

- (3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by Seller or sold under this clause and not recovered by or credited to Buyer.
- (l) If the termination is partial, Seller may file with Buyer a proposal for an equitable adjustment of price(s) for the continued portion of the purchase order/contract. Buyer shall make any equitable adjustment agreed upon. Any proposal by Seller for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination, unless extended in writing by Buyer.
- (m) (1) Buyer may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Seller for the terminated portion of the purchase order/contract, if Buyer believes the total of these payments will not exceed the amount to which Seller will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, Seller shall repay the excess to Buyer upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by Seller to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in Seller's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by Buyer because of the circumstances.

12. SUSPECT/COUNTERFEIT ITEMS

Seller warrants that all items, including subassemblies, components, and parts, tendered to Buyer shall be genuine, new and unused, and conform to the requirements of this purchase order/contract, unless otherwise approved in writing by Buyer prior to delivery. Seller further warrants that all components, parts, materials, and supplies incorporated into Buyer facilities or equipment by Seller during performance of work at Buyer's facilities, shall be genuine, new and unused, and original-equipment-manufacturer items, unless otherwise approved in writing by Buyer as suitable for the intended purpose prior to use. Seller's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied to Buyer, and to certifications, affirmations, information, or documentation related to the authenticity and quality of items supplied or delivered to Buyer under this purchase order/contract.

Seller shall indemnify Buyer, its agents, and assignees for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts furnished or used under this purchase order/contract that are not genuine, original, and new and unused, or otherwise not suitable for the intended purpose. Seller's indemnity includes any financial loss, injury, or property damage resulting directly or indirectly from items furnished or used under this purchase order/contract that are defective, suspect, or counterfeit, or that have been provided under false pretenses, or that are materially altered, damaged, deteriorated, degraded, or result in product failure.

Suspect/counterfeit items furnished under this purchase order/contract will be impounded by Buyer. Seller must promptly replace them, at no cost, with items acceptable to Buyer, and Seller shall be liable for all costs relating to discovery, removal, impoundment, and replacement of materials and equipment that exhibit suspect or counterfeit item characteristics or conditions.

Because falsification of information or documentation may constitute criminal conduct, Buyer will segregate impounded items and related paperwork, that are suspected S/CI, pending a determination by National Nuclear Security Administration (NNSA) or Department of

Energy (DOE) officials whether the segregated/impounded items should be utilized as evidence.

No liability shall be asserted or enforceable against Buyer, NNSA, or DOE because of impoundment, all such liability being expressly waived by Seller or any person claiming any right or interest under this purchase order/contract, in the impounded items.

Buyer shall incur no liability for failure to return impounded items to Seller and does not assume any liability for loss or damage to items impounded pursuant to this clause regardless of the circumstances under which said loss or damage may have occurred, and whether impounded items are in Buyer's possession or under its control.

Nothing in this clause shall limit Buyer's right to reject S/CI and related paperwork, as non-conforming, to deny payment for such items, to return such items to Seller once NNSA/DOE has released the items, or to assert other remedies provided under this purchase order/contract or by law.

Seller shall include this clause in subcontracts hereunder.

13. ASSIGNMENT

This purchase order/contract is assignable by Buyer to the Government or its designee. Neither this purchase order/contract nor any interest therein nor claim thereunder shall be assigned or transferred by Seller except as expressly authorized by Buyer.

14. SUBCONTRACTS

- (a) "Subcontract," as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders.
- (b) Seller shall not, without the prior written consent of Buyer, place any subcontract or purchase order:
- (1) On other than a firm fixed-price basis.
 - (2) Exceeding \$25,000.
 - (3) Exceeding \$2,500 with any subsidiary, division, department, or affiliate of Seller.
 - (4) For any part of the work required under this purchase order/contract. (Excludes raw materials or commercial stock items.)
 - (5) For any item or service whose purchase is expressly prohibited by the written direction of Buyer.
- (c) No subcontract placed under this purchase order/contract shall provide for payment on a cost-plus-a-percentage of cost basis, and any fee payable under cost reimbursement subcontracts shall not exceed the fee limitations in FAR Subsection 15.903(d).
- (d) Seller shall use methods, practices, and procedures in subcontracting which are acceptable to Buyer. Buyer reserves the right at any time to require Seller to submit any or all subcontract arrangements for approval; and to provide Buyer information concerning methods, practices, and procedures used or proposed to be used in subcontracting.
- (e) Unless the consent specifically provides otherwise, consent by Buyer to any subcontract shall not constitute a determination, (1) of the acceptability of any subcontract terms or conditions; (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve Seller of any responsibility for performing this purchase order/contract.

15. INDEPENDENT CONTRACTOR

Seller shall act solely as an independent contractor in the performance of this purchase order/contract and nothing herein shall be construed to create a relationship of employment, partnership, agency or joint venture between Buyer and Seller or between Buyer and any of Seller's employees in connection with the work under this purchase order/contract.

16. NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL

(Applicable if procurement is \$150,000 or greater and is for advisory and assistance services)

The following terms with regard to Seller's personnel performing under this purchase order/contract shall apply until the earlier of two dates: the termination of the affected employee(s) or the expiration date of the purchase order/contract.

Seller shall immediately notify Buyer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this purchase order/contract, or (2) any such conflicts concerning Seller's employees or consultants working on or having access to information regarding this purchase order/contract, when such conflicts have been reported to Seller. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing purchase order/contract work.

Seller shall notify Buyer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the purchase order/contract begins, Seller shall, immediately notify Buyer of the personal conflict of interest. Seller shall continue performance of this purchase order/contract until notified by Buyer of the appropriate action to be taken.

This clause shall flow down to all subcontracts placed hereunder unless otherwise authorized by Buyer.

17. SELLER USE OF GOVERNMENT-OWNED/BUYER-SUPPLIED EQUIPMENT

It is Buyer's policy and intent that Government-owned/ Buyer-supplied equipment not be used by contractors and that terms of our contracts require them to supply all equipment necessary to perform their required work. It is recognized, however, that exceptional circumstances could result in the necessity for limited use of Government-owned/Buyer-supplied equipment; therefore, when such occasions arise, the following Indemnification and Hold Harmless provision will be applicable to such use:

Contractor/Seller agrees to hold harmless and indemnify Buyer and the United States Government, their officers, agents and employees for any and all damages whatsoever, including, but not limited to, personal injury and property damage sustained as a result of, or arising out of, performance of any work involving the use of Government-owned/Buyer-supplied equipment.

Neither Buyer, the United States Government, nor persons acting on their behalf shall be liable for any injury to or death of persons or other living things or damage to or destruction of property or for any other loss, damage, or injury of any kind whatsoever, including costs and expenses incurred, resulting from Contractor/Seller use and operation of Government-owned/Buyer-supplied equipment.

This clause shall flow down to all appropriate subcontracts.

18. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS, CODES, RULES, AND REGULATIONS

Unless otherwise stated in this order, Seller shall, without additional expense to Buyer, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, executive orders, codes, rules, and regulations applicable to the performance of this purchase order/contract.

19. SELLER RESPONSIBILITY FOR CONTROL OF TECHNICAL DATA

(Applicable if Buyer-furnished data is provided to Seller)

Export Regulations:

Seller agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the jurisdictions in which Seller is established or from which **Products** may be supplied, will apply to their receipt and use. In no event shall Seller use, transfer, release, import, export, Products in violation of such applicable laws, regulations, orders or requirements. Exports and re-exports to parties who have been denied export privileges or debarred from an export transaction are prohibited. Seller shall not undertake any activities that violate U.S. export policies which seek to control nuclear proliferation, missile technology, chemical and biological weapons, as they relate to nations to support international terrorism. Violations against any U.S. export laws and regulations, including but not limited to the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), Office of Foreign Asset Controls (OFAC), may result in termination by Buyer of this agreement. For information identified as Unclassified Controlled Nuclear Information (UCNI), the access requirements found in 10 CFR, Chapter 10, Part 1017, and Subpart D must be followed.

If Seller intends to export or release the hardware and/or data to Foreign Persons, Seller shall assume the responsibility for obtaining an export license or other approval from the U.S. Department of State. Seller shall first obtain the written consent of Buyer prior to submitting any request for authority to export any such technical data. These clauses are applicable to and shall flow down to all appropriate subcontractors.

Seller shall indemnify Buyer, its agents, and assignees for any financial loss, penalties or fines resulting directly or indirectly from Seller's violation of the U.S. Department of State International Traffic in Arms Regulations (ITAR) 22 CFR 120-130 or the U.S. Department of Commerce Export Administration Regulations (EAR).

FCPA Regulations:

Seller represents and warrants that it understands, shall comply with the requirements of the United States Foreign Corrupt Practices Act, 15 U.S.C. 78dd-1 et. Seq (the "Act") and shall communicate requirements of the Act to its directors, employees, any agents, consultants, and other third parties affiliated, retained, or otherwise used by Customer in accordance with the terms of this Agreement. A copy of the Act can be found at <http://www.justice.gov/criminal/fraud/fcpa/statutes/regulations.html>. Seller and any Sub-contractor, certify that on the date of this Agreement neither they nor any of their officers, directors, employees or agents is, or during the term of this Agreement shall become, an official, agent or employee of any government, governmental agency, or political party or a candidate for any political office. Seller shall promptly notify Honeywell FM&T of the occurrence of any event that would or may result in and exception to the foregoing representation.

Seller or any of its Sub-contractors may not, directly or indirectly, in the name of, on behalf of, or for the benefit of Honeywell FM&T offer, promise, or authorize to pay, or pay any compensation, or give anything of value to, any official, agent, or employee of any government or governmental agency, or to any political party or

officer, employee, or agency thereof, or any candidate for political office, or to any customer, end-user of **Products**, or employee of Honeywell FM&T.

20. COUNTERINTELLIGENCE

The Contractor shall take all reasonable precautions in the work under this contract to protect programs, facilities, technology, personnel, unclassified sensitive information and classified matter from foreign intelligence threats or activities conducted for governmental or industrial purposes.

21. RELEASE OF INFORMATION TO THE PUBLIC

Seller shall not, without the prior written consent of Buyer, make any release of information in any form (other than to Seller's employees and subcontractors which is required for the performance of their work under this purchase order/contract) which identifies or could lead to the identification of Buyer's name or Buyer's product or which uses Buyer's name or product in any advertising, publicity or promotional material, or on Seller's website.

22. CONFIDENTIALITY OF INFORMATION

(a) To the extent that the work under this purchase order/contract requires that Seller be given access to confidential or proprietary business or financial information belonging to the Government, Buyer or other companies, Seller shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties, including its corporate parent, unless specifically authorized by Buyer in writing. The foregoing obligations, however, shall not apply to information which:

- (1) At the time of receipt by Seller, is in public domain;
 - (2) Is published after receipt thereof by Seller or otherwise becomes part of the public domain through no fault of Seller;
 - (3) Seller can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government, Buyer or other companies;
 - (4) Seller can demonstrate was received by it from a third party who did not require Seller to hold it in confidence.
- (b) Seller shall obtain the written agreement, in a form satisfactory to Buyer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information to any person or entity except those persons within Seller's organization directly concerned with the performance of the purchase order/contract.
- (c) Seller agrees, if requested by Buyer, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to Seller under this purchase order/contract, and to supply a copy of such agreement to Buyer.
- (d) Seller agrees that upon request by Buyer it will execute a Buyer-approved agreement with any party whose facilities or information it is given access to or is furnished, restricting use and disclosure of the information obtained from the facilities. Upon request by Buyer, such an agreement shall also be signed by Seller personnel.
- (e) The clause shall flow down to all appropriate subcontracts.

23. OBTAINING SECURITY CLEARANCES

(Applicable if work requires access to classified information or to areas of restricted access.)

- (a) Seller shall furnish Buyer advance written notice identifying all subcontractor organizations requiring access to the work site, other areas of FM&T's Plant, or other controlled access facilities.
- (b) Should "L" or "Q" security clearances be required for Seller or lower-tier subcontractor personnel, Seller shall furnish Buyer a letter listing name, citizenship, status and craft of each person.
- (c) Due to length of time and expense required to obtain a security clearance, Seller shall apply for clearances only for permanent employees whose continued employment is anticipated during the overall performance term of purchase order/contract.
- (d) Buyer will furnish Seller with required forms to initiate processing of security clearances. Seller is responsible for distribution and return of completed forms to Buyer by applicants.

24. NOTIFICATION OF "L" AND "Q" CLEARED OR "UNCLEARED WITH A BADGE" EMPLOYEE TERMINATIONS

(Applicable if Seller has "L" or "Q" cleared or "Uncleared With A Badge" employees.)

Seller shall notify Buyer's designated security representative by telephone within eight hours after termination of any "L" or "Q" cleared or "Uncleared With A Badge" seller employee who has been assigned to work under this purchase order/contract. If seller fails to notify Buyer's designated security representative within eight hours, Seller shall be responsible for any damage or injury resulting from or arising out of the actions or omissions of Seller's former employees. Such notice shall be confirmed by facsimile or e-mail to Buyer's Personnel Security Department.

25. OFCCP VETERANS DISABILITY AFFIRMATIVE ACTION PROGRAM

41 CFR 60-741.5(a) & 41 CFR 60-300.5(a): To the extent employment activities occur in the United States and if otherwise applicable **this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**

26. ORDER OF PRECEDENCE

Unless otherwise specified, for any inconsistency between the purchase order/contract, these terms and conditions, or the specifications and drawings, the inconsistency shall be resolved by giving precedence in the following order:

- (a) The purchase order/contract document, including these terms and conditions of purchase;
- (b) Product drawings/specification/SS prefix documents;
- (c) Design/Production Agency material/process specifications and standards;
- (d) Federal, military, industrial or technical society material/process specifications and standards;
- (e) Product data forms;
- (f) Equipment manufacturer's operating procedures.

27. FAR AND DEAR CLAUSES/PROVISIONS INCORPORATED BY REFERENCE

This purchase order/contract incorporates one or more FAR and DEAR provisions/clauses by reference with the same force and effect as if they were given in full text. Such provisions/clauses are identified below and elsewhere in this purchase order/contract by their title, effectivity date, and reference where they appear in the FAR and/or DEAR. The FAR and DEAR may be obtained from the Superintendent of Documents, US Government Printing Office and is available for viewing/downloading at a variety of Internet Sites including URLs: <http://www.arnet.gov/far/>; and <http://farsite.hill.af.mil/vfdoea.htm>.

(A) Applicable to purchase order/contract:

- (1) FAR 52.203-15, Whistleblower Protections Under The American Recovery And Reinvestment Act of 2009 (JUN 2010)
- (2) FAR 52.222-21, Prohibition Of Segregated Facilities (FEB 1999) (Applies to solicitations only)
- (3) FAR 52.222-26, Equal Opportunity (MAR 2007)
- (4) FAR 52.222-50, Combating Trafficking in Persons (FEB 2009)
- (5) FAR 52.225-13, Restrictions On Certain Foreign Purchases (JUN 2008)
- (6) FAR 52.227-10, Filing Of Patent Applications – Classified Subject Matter (DEC 2007)
- (7) FAR 52.246-6, Inspection—Time And Material And Labor Hour (MAY 2001), ALTERNATE I (APR 1984) (Applies when inspection and acceptance are to be performed at Seller's plant).
- (8) FAR 52.247-64, Preference For Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (When purchase involves ocean transportation)
- (9) DEAR 952.204-71, Sensitive Foreign Nations Controls (MAR 2011)
- (10) DEAR 952.211-71, Priorities And Allocations (APR 2008)
- (11) DEAR 970.5204-2, Laws, Regulations, And DOE Directives (DEC 2000)(Deviation)
- (12) DEAR 970.5245-1, Property (JAN 2013)
- (13) FAR 52.242-15, Stop Work Order (AUG 1989), ALTERNATE I (APR 1984)
- (14) DEAR 952.203-70, Whistleblower Protection For Contractor Employees (DEC 2000)
- (15) FAR 52.208-8, Required Sources for Helium and Helium Usage Data (APR 2014). Applicable when subcontract involves a major helium requirement. This clause shall flow down to all subcontracts.
- (16) FAR 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)

... And there are subcontracts for commercial items:

- (17) FAR 52.244-6, Subcontracts For Commercial Items (OCT 2014)

... And costs incurred are a factor in determining amount payable to Seller under purchase order/contract:

- (18) DEAR 970.5232-3, Accounts, Records, And Inspection (DEC 2010)

... And work is to be performed on DOE site:

- (19) FAR 52.237-2, Protection Of Government Buildings, Equipment, And Vegetation (APR 1984)
- (20) DEAR 970.5223-1, Integration Of Environment, Safety, And Health Into Work Planning And Execution (DEC 2000)
- (21) DEAR 970.5223-4, Workplace Substance Abuse Programs At DOE Sites, (DEC 2010)

- (22) FAR 52.204-9, Personal Identity Verification of Contractor Personnel (JAN 2011). This clause shall flow down to all subcontracts. This clause does not apply for intermittent access to site.

... And Seller or its Subcontractors have access to classified information:

- (23) DEAR 952.204-2, Security (MAR 2011)
- (24) DEAR 952.204-70, Classification/Declassification (SEP 1997)
- (25) DEAR 952.204-73, Facility Clearance (MAR 2011)

... And access to computers owned, leased or operated on behalf of the DOE may be provided:

- (26) DEAR 952.204-77, Computer Security (AUG 2006)

... And duplicating or printing services are required:

- (27) DEAR 970.5208-1, Printing (DEC 2000)

... And design, development, or operation of a system of records on individuals is required to accomplish a DOE function:

- (28) FAR 52.224-1, Privacy Act Notification (APR 1984)
- (29) FAR 52.224-2, Privacy Act (APR 1984)

... And foreign travel is required in the performance of purchase order/contract:

- (30) DEAR 952.247-70, Foreign Travel (JUN 2010)

... And research is involved:

- (31) DEAR 952.235-71, Research Misconduct (JUL 2005)

... And delivery of hazardous material is required:

- (32) FAR 52.223-3, Hazardous Material Identification And Material Safety Data (JAN 1997), ALTERNATE I (JUL 1995)

... And technical data/computer software is produced or production/delivery of data is required:

- (33) DEAR 970.5227-2, Rights In Data – Technology Transfer (DEC 2000) ALTERNATE I (DEC 2000)(Proposed Deviation)

... And Buyer furnishes Government property to Seller in the performance of purchase order/contract, including Seller acquired property to which title vests in the Government under this purchase order/contract:

- (34) FAR 52.245-1, Government Property (APRIL 2012) ALTERNATE I (APRIL 2012)
- (35) FAR 52.245-9, Use And Charges (APRIL 2012)

(B) Applicable if royalties exceeding \$250 are included in the price of purchase order/contract:

- (1) DEAR 970.5227-8, Refund Of Royalties (AUG 2002)

(C) Applicable if purchase order/contract value exceeds \$3,000:

- (1) FAR 52.222-54, Employment Eligibility Verification (AUG 2013). This clause shall flow down to all subcontracts.

- (2) FAR 52.225-1, Buy American Act--Supplies (MAY 2014)
- (3) FAR 52.223-18, Encouraging Contractor policies To Ban Text Messaging While Driving (AUG 2011). This clause shall flow down to all subcontracts that exceed the micro-purchase threshold.
- (D) Applicable if purchase order/contract value exceeds \$10,000:**
- (1) FAR 52.222-40, Notification Of Employee Rights Under The National Labor Relations Act (DEC 2010)
- (E) Applicable if purchase order/contract value exceeds \$15,000:**
- (1) FAR 52.222-36, Affirmative Action For Workers With Disabilities (JUL 2014)
- ... **And supplies that may be imported into the United States in excess of \$15,000 may obtain duty-free entry:**
- (2) FAR 52.225-8, Duty-Free Entry (OCT 2010)
- (F) Applicable if purchase order/contract value exceeds \$100,000:**
- (1) FAR 52.222-35, Equal Opportunity For Veterans (JUL 2014)
- (2) FAR 52.222-37, Employment Reports On Veterans (JUL 2014)
- (3) DEAR 970.5227-5, Notice And Assistance Regarding Patent And Copyright Infringement (AUG 2002)
- ... **And is for research and development:**
- (4) DEAR 970.5227-4, Authorization and Consent (AUG 2002)
- (G) Applicable if purchase order/contract value exceeds \$150,000:**
- (1) FAR 52.203-6, Restrictions On Subcontractor Sales To The Government (SEP 2006)
- (2) FAR 52.203-7, Anti-Kickback Procedures (MAY 2014)
- (3) FAR 52.203-12, Limitation On Payments To Influence Certain Federal Transactions (OCT 2010)
- (4) FAR 52.215-23, Limitations On Pass-Through Charges (OCT 2009)
- (5) FAR 52.219-8, Utilization Of Small Business Concerns (OCT 2014)
- (6) FAR 52.227-1, Authorization And Consent (DEC 2007),
- (7) FAR 52.227-3, Patent Indemnity (APR 1984) (Not applicable if purchase order/contract is solely for Architect Engineering services as defined at FAR 36.102.)
- (8) FAR 52.203-16, Preventing Personal Conflicts of Interest (DEC 2011). This clause does not apply to subcontracts with self-employed individuals. This clause shall flow down to all subcontracts.
- (9) FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014). This clause shall flow down to all subcontracts that exceed the simplified acquisition threshold.
- ... **And involves international air transportation of personnel or property:**
- (10) FAR 52.247-63, Preference For U.S.-Flag Air Carriers (JUN 2003)
- ... **And involves laborers and mechanics:**
- (11) FAR 52.222-4, Contract Work Hours And Safety Standards Act--Overtime Compensation (MAY 2014)
- ... **And is for advisory and assistance services:**
- (12) DEAR 952.209-72, Organizational Conflicts Of Interest (JUN 1997), ALTERNATE I
- (H) Applicable if purchase order/contract value exceeds \$500,000:**
- (1) DEAR 952.226-74, Displaced Employee Hiring Preference (JUN 1997)
- (2) DEAR 970.5226-2, Workforce Restructuring Under Section 3161 Of The National Defense Authorization Act For Fiscal Year 1993 (DEC 2000)
- (I) Applicable if purchase order/contract value exceeds \$650,000 (\$1,500,000 for construction) and Seller is not a small business. Seller is required to submit a Subcontracting Plan:**
- (1) FAR 52.219-9, Small Business Subcontracting Plan (JUL 2013), ALTERNATE II (OCT 2001)
- (J) Applicable if purchase order/contract value is \$700,000 or greater and a Certificate of Current Cost or Pricing Data is required in connection with initial award or any subsequent modification of purchase order/contract:**
- (1) FAR 52.215-10, Price Reduction For Defective Certified Cost Or Pricing Data (AUG 2011)
- (2) FAR 52.215-12, Subcontractor Certified Cost Or Pricing Data (OCT 2010)
- (3) FAR 52.215-13, Subcontractor Certified Cost Or Pricing Data - - Modifications (OCT 2010)
- (4) FAR 52.215-15, Pension Adjustments And Asset Reversions (OCT 2010)
- (5) FAR 52.215-18, Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005). This clause shall flow down to all subcontracts that anticipate a requirement for certified cost or pricing data or preaward/postaward cost determinations subject to Part 31.
- (6) FAR 52.215-2, Audit Records - Negotiation (OCT 2010). This clause shall flow down to all subcontracts that exceed the simplified acquisition threshold subject to the conditions contained in this clause.
- (7) FAR 52.215-19, Notification of Ownership Changes. This clause shall flow down to all subcontracts for which it is contemplated that certified cost or pricing data will be required or postaward cost determination will be subject to Subpart 31.2.
- (K) Applicable if purchase order/contract value exceeds \$5,000,000:**
- ... **And does not involve acquisition of a commercial item:**
- (1) FAR 52.203-14, Display Of Hotline Poster(s) (DEC 2007)
- ... **And performance period is 120 days or more:**
- (2) FAR 52.203-13, Contractor Code Of Business Ethics And Conduct (APR 2010)