



# Precision Aerospace Corp.

5300 Corporate Grove SE, Suite 350, Grand Rapids, MI 49512

## **PAC-L100 Supplement 3 - U.S. Government Contract Provisions from the Federal Acquisition Regulation (FAR) and the Department of Defense Federal Acquisition Regulation Supplement (DFARS)**

1. When the Goods or Services furnished are for use in connection with a U. S. Government contract or subcontract, including a Department of Defense (DoD) contract or subcontract, in addition to the PAC-L100 Purchase Order Terms and Conditions, the following U.S. Government Contract Provisions from the Federal Acquisition Regulation (FAR) and Department of Defense Federal Acquisition Regulation Supplement (DFARS) shall apply as applicable. Clauses not applicable as required by the terms of the specific clause, the terms of the Prime Contract, or by operation of law or regulation shall not be removed from this document and will be considered by all parties to be without force and effect. In the event of a conflict between these provisions and the PAC-L100 Purchase Order Terms and Conditions, these provisions shall control. The full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/browsefar>
2. The following FAR and DFARS clauses are incorporated herein by reference and shall have the same force and effect as if they were given in full text. If the current date or substance of any of the clauses listed below is different from the date or substance of the clause incorporated in the Prime Contract referenced herein, the date or substance of the clause incorporated in the Prime Contract shall apply instead. Dollar thresholds cited below are for guidance only and may vary based on the date of the Prime Contract. The Contracts Disputes Act shall have no application to this Agreement, and nothing in this Agreement grants SELLER a direct claim or cause of action against the U.S. government. SELLER shall include in each lower-tier subcontract the appropriate FAR and DFAR flow down clauses as required by this supplement.
3. U.S. GOVERNMENT SUBCONTRACT
  - (a) This Contract is entered into by the parties in support of a U.S. Government contract.
  - (b) As used in the clauses referenced below:
    - (i) "Commercial Item" means a commercial item as defined in FAR 2.101.
    - (ii) "Contract" means this Complete Agreement, as defined in PAC-L100, clause 3.
    - (iii) "Contracting Officer" means the U.S. government contracting officer for PAC's government Prime Contract under which this Agreement is entered.
    - (iv) "Contractor" means the SELLER, which is the party identified on the face of the Agreement with whom Precision Aerospace Corp. (PAC) is contracting, acting as the immediate subcontractor to PAC.
    - (v) "FAR" means the Federal Acquisition Regulation, used as Chapter 1 of Title 48, Code of Federal Regulations.
    - (vi) "Prime Contract" means the contract between PAC and the U.S. government or between PAC and its higher-tier contractor who has a contract with the U.S. government.
    - (vii) "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Agreement.
    - (viii) "Simplified Acquisition Threshold" has the same meaning as defined in the clause at FAR 2.101.
    - (ix) "Micro-Purchase Threshold" has the same meaning as defined in the clause at FAR 2.101.
    - (x) "Commercially available Off-The-Shelf" or "COTS" has the same meaning as defined in the



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clause at FAR 2.101.

- (c) Unless otherwise indicated, substitute the following party names in all FAR and DFARS clauses, as applicable:
  - (i) "PAC" for "agency," "government," or "United States;"
  - (ii) "PAC Subcontracting Representative" for "Contracting Officer," "Administrative Contracting Officer," or "ACO;"
  - (iii) "SELLER" for "contractor".
- (d) Any communication/notification required under a FAR or DFARS clause from/to the Contractor to/from the Contracting Officer shall be made through PAC, unless otherwise indicated.

**THE SELLER, BY SIGNING ITS OFFER, HEREBY CERTIFIES COMPLIANCE WITH THE FOLLOWING CLAUSES AND IS, THEREFORE, ELIGIBLE FOR AWARD. THE SELLER'S REPRESENTATIONS AND CERTIFICATIONS ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.**

## FAR

TITLE OF FAR CLAUSE	CLAUSE
DEFINITIONS (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	52.202-1
GRATUITIES (Applies if the value of this Agreement exceeds the Simplified Acquisition Threshold.)	52.203-3
COVENANTS AGAINST CONTINGENT FEES (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	52.203-6
ANTI-KICKBACK PROCEDURES (Applies if this Agreement exceeds \$150,000. Sub-paragraph (c)(1) does not apply.)	52.203-7
CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	52.203-8
PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	52.203-10
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	52.203-12
CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applies if the value of this Agreement is expected to exceed \$5,500,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the government entities identified in the clause.)	52.203-13
DISPLAY OF HOTLINE POSTER(S) (Applies if this Agreement exceeds \$5,500,000.)	52.203-14
WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT (Applies ONLY to first tier subcontracts funded in whole or in part with Recovery Act funds.)	52.203-15
PREVENTING PERSONAL CONFLICTS OF INTEREST (Applies if this Agreement exceeds the Simplified Acquisition Threshold and SELLER's employees will perform acquisition functions closely associated with inherently governmental functions.)	52.203-16



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TITLE OF FAR CLAUSE	CLAUSE
CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	52.203-17
PROHIBITION IN CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (Applies ONLY for a contract with an entity that requires employees or subcontractors to sign an internal confidentiality agreement that restricts such employees or subcontractors from lawfully reporting waste, fraud, or abuse to a designated Government representative authorized to receive such information.)	52.203-18
PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (Applies unless this Agreement is for personal service with an individual.)	52.203-19
SECURITY REQUIREMENTS (Applies if this Agreement contemplates SELLER's access to classified information. If SELLER is an educational institution and performing a cost-reimbursement contract, Alternate I applies.)	52.204-2
PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Applies where SELLER will have physical access to a federally-controlled facility or access to a Federal information system.)	52.204-9
REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply. If SELLER meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, SELLER shall report required executive compensation by posting the information to the Government's System For Acquisition Management (SAM) database. All information posted will be available to the general public.)	52.204-10
SERVICE CONTRACT REPORTING REQUIREMENTS (ONLY to non-DOD prime contractors and first tier subcontractors providing supplies or services. See reporting thresholds by contract type. Subject to FAR 4.1705.)	52.204-14
BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (Applies to this Agreement if SELLER may have federal contract information residing in or transiting through its information system.)	52.204-21
PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOP OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	52.204-23
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Applies if the value of this Agreement exceeds \$35,000. Consistent with subparagraph (e) of this clause and sections 3(c) and 3(d) of this Supplement, the notice requirement contemplated in this clause refers to notice that SELLER shall provide PAC.)	52.209-6
MATERIAL REQUIREMENTS (Applies if this Agreement contemplates and SELLER has proposed the use of used, reconditioned, or remanufactured supplies or unused former government surplus property in contract performance)	52.211-5
DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	52.211-15
CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (DEVIATION) (INCLUDES ALL STATUTES OR ORDERS ISSUED) (See FAR 52.244-6 for flow-down of Commercial Items.)	52.212-5



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TITLE OF FAR CLAUSE	CLAUSE
AUDIT AND RECORDS-NEGOTIATION (Applies if this Agreement exceeds the Simplified Acquisition Threshold and if: (1) SELLER is required to furnish cost or pricing data; or (2) the Agreement requires SELLER to furnish cost, funding, or performance reports; or (3) this is an incentive or price re-determinable type contract. Alternate II applies if SELLER is an educational or non-profit institution. PAC may request a U.S. government audit to examine SELLER's proprietary financial books and records.)	52.215-2
PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (Applies if submission of certified cost or pricing data is required of PAC by its customer. All rights and obligations under this clause shall survive completion of the work and final payment under this Agreement. PAC may request a U.S. government audit to examine SELLER's proprietary financial books and records.)	52.215-10
PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (Applies if submission of certified cost or pricing data is required (for modifications) of PAC by its customer. All rights and obligations under this clause shall survive completion of the work and final payment under this Agreement. PAC may request a U.S. government audit to examine SELLER's proprietary financial books and records.)	52.215-11
SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (Applies when the clause at FAR 52.215-10 applies.)	52.215-12
SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (Applies if this Agreement exceeds the threshold for obtaining certified cost and pricing data under FAR 15.403-4.)	52.215-13
INTEGRITY OF UNIT PRICES (Applies if this Agreement exceeds the Simplified Acquisition Threshold. Delete paragraph (b) of the clause.)	52.215-14
PENSION ADJUSTMENTS AND ASSET REVERSIONS (Applies if it is anticipated that certified cost or pricing data will be required or for which any pre-award or post-award cost determinations will be subject to FAR part 31.)	52.215-15
FACILITIES CAPITAL COST OF MONEY (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER proposed facilities capital cost of money in its offer.)	52.215-16
WAIVER OF FACILITIES CAPITAL COST OF MONEY (Applies if this Agreement is subject to the Cost Principles at FAR Subpart 31.2 and SELLER did not propose facilities capital cost of money in its offer.)	52.215-17
REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (Applies if it is anticipated that certified cost or pricing data will be required or for which any pre-award or post-award cost determinations will be subject to FAR part 31.)	52.215-18
NOTIFICATION OF OWNERSHIP CHANGES (Applies if submission of certified cost or pricing data will be required of PAC by its customer or if any pre-award or post-award cost determination will be subject to FAR subpart 31.2.)	52.215-19
REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010) (Applies ONLY when certified cost or pricing data is not required.)	52.215-20
REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (Applies if this Agreement contemplates modifications for which it is reasonably certain that certified cost or pricing data or data other than certified cost and pricing data will be required. )	52.215-21
LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT	52.215-22



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TITLE OF FAR CLAUSE	CLAUSE
LIMITATION ON PASS-THROUGH CHARGES (Applies if this Agreement is for a cost-reimbursement contract that exceeds the Simplified Acquisition Threshold, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15-403.)	52.215-23
ALLOWABLE COST AND PAYMENT (The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Agreement. Paragraphs (a)(2), (b)(4), (c) and (d)(4) are deleted. In paragraph (h) "6 years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged. Does not apply to labor hour contracts. For time and materials contracts, applies only to the material portion of the contract.)	52.216-7
FIXED FEE (Applies if this Agreement is for a fixed-fee contract. The last two sentences of the clause do not apply. Does not apply if this is a labor hour or time and materials contract.)	52.216-8
INCENTIVE FEE (Applies only if this Agreement includes an incentive fee. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth on the face of the Agreement. Does not apply if this is a labor hour or time and materials contract.)	52.216-10
COST CONTRACT - NO FEE (Applies if this Agreement is placed on a cost reimbursement - no fee basis. Does not apply if this is a labor hour or time and materials contract.)	52.216-11
CONTRACT DEFINITIZATION (Applies if this Agreement is for an undefinitized letter contract or "not-to-exceed" or unpriced action. This clause is applicable when time is of the essence and the normal procurement process will not support customer requirements. Use this clause with FAR 52.216-23 Limitation of Government Liability.)	52.216-25
UTILIZATION OF SMALL BUSINESS CONCERNS	52.219-8
SMALL BUSINESS SUBCONTRACTING PLAN (Applies if this Agreement is expected to exceed \$700,000 except the clause does not apply if SELLER is a small business concern. SELLER's subcontracting plan is incorporated herein by reference. NOTE - Alternate IV (DEVIATION 2018- 00007) (DEC 2017). When incorporating a subcontracting plan in orders against basic ordering	52.219-9
LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (Applies when the clause at FAR 52.219-9 applies.)	52.219-16
NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	52.222-1
PAYMENT FOR OVERTIME PREMIUMS (Applies if this Agreement is for a cost-reimbursement contract and the amount is expected to exceed the Simplified Acquisition Threshold. For all contracts and subcontracts insert "Zero" in the blank.)	52.222-2
CONVICT LABOR (Applies if this Agreement exceeds the Micro-Purchase Threshold.)	52.222-3
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (Applies if this Agreement may require or involve the employment of laborers and mechanics and is valued above \$150,000.)	52.222-4
NONDISPLACEMENT OF QUALIFIED WORKERS (Applies if this Agreement (a) is for services, (b) succeeds a contract for performance of the same or similar work at the same location, and (c) is not exempted by the clause at FAR 22.1203-2 or waived in accordance with the clause at FAR 22.1203-3.)	52.222-17
PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (Applies ONLY to 1st tier subcontractors in excess of \$10M.)	52.222-24
PROHIBITION OF SEGREGATED FACILITIES (Applies when the clause at FAR 52.222-26 applies.)	52.222-21





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TITLE OF FAR CLAUSE	CLAUSE
EQUAL OPPORTUNITY (Applies unless this Agreement is exempt from the requirements of Executive Order 11246.)	52.222-26
EQUAL OPPORTUNITY FOR VETERANS (Applies if this Agreement is equal to or greater than \$150,000.)	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Applies if this Agreement exceeds or is expected to exceed \$15,000.)	52.222-36
EMPLOYMENT REPORTS ON VETERANS (Applies when the clause at FAR 52.222-35 applies.)	52.222-37
COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (Applies ONLY if 52.222-37 is applicable.)	52.222-38
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	52.222-40
SERVICE CONTRACT LABOR STANDARDS (Applies if this Agreement is for services subject to the Service Contract Act. The clause does not apply if this Agreement has been administratively exempted by the Secretary of Labor or by 41 U.S.C. § 356, as interpreted in 29 CFR subpart 4(C).)	52.222-41
FAIR LABOR STANDARDS ACT (FLSA) AND SERVICE CONTRACT LABOR STANDARDS -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (Applies if this Agreement is for a fixed-price, time-and-materials, or labor-hour service contract and the clause at FAR 52.222-41 applies.)	52.222-43
FLSA AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (Applies if this Agreement is for a fixed-price, time-and-materials, or labor-hour service contract and the clause at FAR 52.222-41 applies.)	52.222-44
COMBATING TRAFFICKING IN PERSONS	52.222-50
EMPLOYMENT ELIGIBILITY VERIFICATION (Applies if this Agreement has a value of more than \$3,500.)	52.222-54
MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (Applies if this Agreement is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and is to be performed in whole or in part in the United States.)	52.222-55
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (Applies if this Agreement is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and is to be performed in whole or in part in the United States.)	52.222-62
HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Applies if this Agreement requires the delivery of hazardous material, as defined in the clause at FAR 23.301.)	52.223-3
NOTICE OF RADIOACTIVE MATERIALS (Applies to Goods containing covered radioactive material. In the blank insert "30".)	52.223-7
ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (Applies if this Contract is equal to or greater than the Simplified Acquisition Threshold.)	52.223-9
OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (Applies if the Goods may contain or have been manufactured with ozone-depleting substances.)	52.223-11
ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (Applies if this Agreement contemplates energy-consuming products listed in the ENERGY STAR® Program or the Federal Energy Management Program that will be (a) delivered; (b) acquired by SELLER for use in performing services at a federally-controlled facility; (c) furnished by SELLER for use by the government; or (d) specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)	52.223-15



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TITLE OF FAR CLAUSE	CLAUSE
ACQUISITION OF EPEAT®-REGISTERED PERSONAL COMPUTER PRODUCTS (Applies if SELLER is or will be required to deliver EPEAT Bronze (or higher) registered/rated personal computers as end items (deliverable at the prime level).)	52.223-16
ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (Applies if this Agreement exceeds the Micro-Purchase Threshold.)	52.223-18
PRIVACY TRAINING (Applies if, in the performance of this Agreement, SELLER's employees will have access to a systems of records on individuals or will handle personally identifiable information.)	52.224-3
BUY AMERICAN ACT – SUPPLIES (Applies if the value of this Agreement exceeds the Micro-Purchase Threshold but does not exceed \$250,000; or if the value of this Agreement exceeds \$25,000 and neither the clause at FAR 52.225-3 nor FAR 52.225-5 applies.)	52.225-1
BUY AMERICAN ACT –FREE TRADE AGREEMENTS – ISRAELI TRADE ACT (Applies if this Agreement is for the acquisition of supplies, or for services involving the furnishing of supplies, for use within the United States and the value is \$25,000 or more, but is less than \$180,000. Use Alternate I if the value is \$25,000 or more, but less than \$50,000. Use Alternate II if the value is \$50,000 or more, but less than \$80,317. Use Alternate III if the value is \$80,317, but less than and \$100,000.)	52.225-3
BUY AMERICAN ACT NORTH AMERICAN FREE TRADE AGREEMENT – ISRAELI TRADE ACT CERTIFICATE (ONLY if 52.225-3 applies.)	52.225-4
TRADE AGREEMENTS (Applies if (a) this Agreement is valued at \$180,000 or more, (b) this Agreement is covered by the WTO GPA (see FAR subpart 25.4), and (c) the agency has determined that the restrictions of the Buy American statute are not applicable to U.S.-made end products.)	52.225-5
TRADE AGREEMENTS – CERTIFICATE (Applies ONLY if 52.225-5 applies.)	52.225-6
DUTY FREE ENTRY (OCT 2010) (Applies if the Goods will be imported into the Customs Territory of the United States for which duty-free entry may be obtained in accordance with the clause at FAR 25.903(a).)	52.225-8
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	52.225-13
CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (OCT 2016) (Applies if performance of this Agreement will occur outside the United States in areas of combat operations or other significant military operations.)	52.225-26
AUTHORIZATION AND CONSENT (DEC 2007) (Applies if this Agreement is expected to exceed the Simplified Acquisition Threshold.)	52.227-1
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Applies if this Agreement is expected to exceed the Simplified Acquisition Threshold.)	52.227-2
ROYALTY INFORMATION (APR 1984) (Applies to suppliers charging more than \$250 for royalties.)	52.227-6
REFUND OF ROYALTIES (APR 1984) (Applies if this Agreement contemplates a reported royalty that exceeds \$250.)	52.227-9
FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007) (Applies if the Goods or Services or any patent application may cover classified subject matter.)	52.227-10
PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014) (Applies if this Agreement includes, at any tier, experimental, developmental, or research work and SELLER is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the PAC Representative identified on the face of this Order. FAR 52.227-13 applies in lieu of this clause if SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.)	52.227-11



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TITLE OF FAR CLAUSE	CLAUSE
PATENT RIGHTS - OWNERSHIP BY THE GOVERNMENT (DEC 2007) (Applies if this Agreement is for experimental, developmental, or research work and SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government. Paragraph (g) is deleted.)	52.227-13
RIGHTS IN DATA - GENERAL (MAY 2014) (Does not apply if DFARS 252.227-7013 applies. Alternates I-IV may apply as set forth in the text of this clause.)	52.227-14
ADDITIONAL DATA REQUIREMENTS (Applies if (a) technical data provided by SELLER comprised any part of the successful bid proposal upon which the Prime Contract award was based, and (b) the government desires to acquire unlimited rights in such technical data.)	52.227-16
COMMERCIAL COMPUTER SOFTWARE LICENSE (Applies if this Agreement is for the acquisition of commercial computer software. NOTE: SELLER is responsible for providing all information necessary for PAC to complete the notice specified in paragraph (c).)	52.227-19
INSURANCE – WORK ON A GOVERNMENT INSTALLATION (Applies if this Agreement involves work on a government installation. Unless otherwise specified by this Agreement, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)	52.228-5
ADMINISTRATION OF COST ACCOUNTING STANDARDS (Applies when the clauses at FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 apply.)	52.230-6
PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (Applies if this Agreement is a labor hour or time and materials contract. The third sentence of paragraph (a)(8) is deleted. In paragraph (f) "120 days" is changed to "60 days," and in paragraph (g)(2) "6 years" is changed to "five years." Paragraphs (c) and (i) are deleted.)	52.232-7
LIMITATION ON WITHHOLDING OF PAYMENTS	52.232-9
PROGRESS PAYMENTS (Applies ONLY if PAC has been approved for progress payments from the government or higher tier contractor.)	52.232-16
INTEREST (Applies if this Agreement will be in one or more of the following categories: (a) contracts at or below the Simplified Acquisition Threshold; (b) contracts with government agencies; (c) contracts with a state or local government or instrumentality; (d) contracts with a foreign government or instrumentality; (e) contracts without any provision for profit or fee with a nonprofit organization; (f) contracts described in Subpart 5.5, Paid Advertisements; or (g) any other exceptions authorized under agency procedures.)	52.232-17
LIMITATION OF COST (Applies if this Agreement is a fully funded cost reimbursement contract.)	52.232-20
LIMITATION OF FUNDS (Applies if this Agreement is an incrementally funded cost reimbursement Contract.)	52.232-22
PERFORMANCE-BASED PAYMENTS ( (Applies ONLY if included in the Prime contract and the subcontract is significant and such payments are linked to similar payment milestones that PAC may have with the Government.)	52.232-32
PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Applies if SELLER is a small business concern. This clause does not apply if PAC does not receive accelerated payments under the Prime Contract.)	52.232-40
INDUSTRIAL RESOURCES DEVELOPED UNDER Title III, DEFENSE PRODUCTION ACT (Applies ONLY If included in the Prime contract.)	52.234-1
PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (Applies if Goods and Services are performed on a government installation.)	52.237-2





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TITLE OF FAR CLAUSE	CLAUSE
CONTINUITY OF SERVICES (Applies if this Agreement (a) is for services considered vital to the government and must be continued without interruption; (b) when, upon contract expiration, a successor, either the government or another contractor, may continue such services ; and (c) the government anticipates difficulties during the transition from one contractor to another or to the government.)	52.237-3
PRIVACY AND SECURITY SAFEGUARDS (Applies if this Agreement is for information technology which requires security of information technology or is for the design, development, or operation of a system of records using commercial information technology services or support services.)	52.239-1
STOP-WORK ORDER (Applies if this Agreement is a negotiated contract for supplies, services, or research and development. Alternate I applies if this Agreement is for a cost reimbursement contract. The referenced "90 day" period may be less than 90 days.)	52.242-15
CHANGES - FIXED PRICE (Applies if this Agreement is a fixed-price contract for supplies. Alternate I applies if this Agreement is for services. Alternate II applies if this Agreement is for supplies and services.)	52.243-1
CHANGES - COST REIMBURSEMENT (Applies if this Agreement is a cost-reimbursement contract.)	52.243-2
CHANGES – TIME AND MATERIAL OR LABOR-HOURS (Applies if this Agreement is a time and material or labor hour contract.)	52.243-3
CHANGE ORDER ACCOUNTING ((Applies if the Prime Contract requires Change Order Accounting.)	52.243-6
SUBCONTRACTS (Applies if this Agreement is for (a) a cost-reimbursement contract; (b) a letter contract, time-and-materials contract, or labor-hour contract that exceeds the Simplified Acquisition Threshold; or (c) a fixed-price contract that exceeds the Simplified Acquisition Threshold, under which unpriced contract actions (including unpriced modifications or unpriced delivery orders) are anticipated.)	52.244-2
COMPETITION IN SUBCONTRACTING (Applies if this Agreement is a negotiated contract whose value is expected to exceed the Simplified Acquisition Threshold.)	52.244-5
SUBCONTRACTS FOR COMMERCIAL ITEMS	52.244-6
GOVERNMENT PROPERTY (Alternate I) ("Contracting Officer" means "PAC" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes PAC. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "PAC" and except in paragraphs (d)(2) and (g) where the term includes PAC. The following is added as paragraph (n) "SELLER shall provide to PAC immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with SELLER, or (ii) makes a determination that SELLER's property management practices are inadequate, and/or present an undue risk, or that SELLER has failed to take corrective action when required.")	52.245-1
GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (Applies if this Agreement is a fixed-price contract for services on a government installation and "as is" Government Property listed in paragraph (e) of this clause will be furnished to SELLER for initial provisioning and the government is not responsible for the repair or replacement for such Government Property.)	52.245-2
USE AND CHARGES (Applies when the clause at FAR 52.245-1 applies.)	52.245-9
INSPECTION OF SUPPLIES - FIXED PRICE (Applies if this Agreement is a fixed-price contract whose value is expected to exceed the Simplified Acquisition Threshold.)	52.246-2
INSPECTION OF SUPPLIES - COST REIMBURSEMENT (Applies if this Agreement is a cost-reimbursement contract.)	52.246-3



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TITLE OF FAR CLAUSE	CLAUSE
INSPECTION OF SERVICES - FIXED PRICE (Applies if this Agreement is a fixed-price contract that involves the furnishing of services and whose value is expected to exceed the Simplified Acquisition Threshold.)	52.246-4
INSPECTION OF SERVICES - COST REIMBURSEMENT (Applies if this Agreement is a cost-reimbursement contract.)	52.246-5
INSPECTION TIME-AND-MATERIAL AND LABOR-HOUR (Applies if this Agreement is a labor hour or time and material contract. Alternate I applies if inspection and acceptance are to be performed at SELLER's plant.)	52.246-6
RESPONSIBILITY FOR SUPPLIES (Applies if this Agreement is a fixed-price contract whose value is expected to exceed the Simplified Acquisition Threshold.)	52.246-16
PREFERENCE FOR U.S.-FLAG AIR CARRIERS (Applies if this Agreement involves international air transportation.)	52.247-63
PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (Applies if this Agreement involves delivery of supplies by ocean transportation.)	52.247-64
SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (Applies if this Agreement is a cost reimbursement contract and transportation will be reimbursed as a direct charge to the Contract.)	52.247-67
VALUE ENGINEERING (OCT 2010)	52.248-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (Applies if the amount of this Agreement is expected to exceed the Simplified Acquisition Threshold.) (In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "90 days." In paragraph (e) "1 year" is changed to "6 months." Paragraph (j) is deleted. In paragraph (l) "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)	52.249-2
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (Applies in lieu of FAR 52.249-2 if this Agreement is a fixed-price or cost-reimbursement contract for research and development work with an educational or nonprofit institution on a no-profit or no-fee basis. In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "1 year" is changed to "6 months" In paragraph (e) "1 year" is changed to "6 months." Paragraph (h) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)	52.249-5
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (Applies if this Agreement is for a fixed-price contract whose amount is expected to exceed the Simplified Acquisition Threshold. Timely performance is a material element of this Agreement.)	52.249-8
EXCUSABLE DELAYS (Applies if this Agreement is a cost reimbursement contract with a fee or a time & material or labor-hour contract.)	52.249-14

CERTIFICATIONS REQUIRED TO BE ELIGIBLE FOR AWARD INCLUDE THE FOLLOWING:	
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	52.203-11
Reporting Executive Compensation and First-Tier Subcontract Awards	52.204-10
Certification Regarding Responsibility Matters	52.209-5
Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	52.209-6
Certification Regarding Knowledge of Child Labor for Listed End Products	52.222-18
Previous Contracts and Compliance Reports	52.222-22



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Affirmative Action Compliance	52.222-25
Affirmative Action for Workers with Disabilities	52.222-36
Bio-based Product Certification	52.223-1
Recovered Material Certification	52.223-4
Public Disclosure of Greenhouse Gas Emissions and Reduction Goals	52.223-22
Prohibition on Conducting Restricted Business Operations in Sudan Certification	52.225-20
Prohibition on Contracting with Entities Engaging in Certain Activities or Transaction Relating to Iran – Representation & Certification	52.225-25
Cost Accounting Standards Notices and Certifications	52.230-1

## DFARS

TITLE OF DFARS CLAUSE	CLAUSE
REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	252.203-7000
PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	252.203-7001
REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	252.203-7002
AGENCY OFFICE OF THE INSPECTOR GENERAL	252.203-7003
DISPLAY OF FRAUD HOTLINE POSTERS (Applies if this Agreement exceeds \$5.5 million.)	252.203-7004
DISCLOSURE OF INFORMATION	252.204-7000
ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (Applies when the clause at FAR 52.204-2 applies.)	252.204-7005
LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (Applies if this Agreement involves services that include support for the government's activities related to safeguarding Covered Defense Information (CDI) and cyber incident reporting.)	252.204-7009
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (Applies if this Agreement is for operationally critical support or for which performance will involve a covered contractor information system that processes, stores, or transmits CDI as those terms are defined in the clause. L3 shall determine if the information required for SELLER performance retains its identity as CDI and will require protection under this clause.)	252.204-7012
LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS	252.204-7014
NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	252.204-7015
INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT FURNISHED MATERIALS (Applies when the item being purchased contains precious metals.)	252.208-7000
SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (Applies if the value of this Agreement is \$150,000 or more.)	252.209-7004
ORGANIZATIONAL CONFLICT OF INTEREST—MAJOR DEFENSE ACQUISITION PROGRAM (Applies if this Agreement is for systems engineering or technical assistance for a major defense acquisition program or pre-major defense acquisition program.)	252.209-7009
ACQUISITION STREAMLINING (Applies if this Agreement exceeds \$1.5 million.)	252.211-7000



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TITLE OF DFARS CLAUSE	CLAUSE
ITEM UNIQUE IDENTIFICATION AND VALUATION (Applies if L3 acquires any item(s) under this Agreement for which item unique identification is required in accordance with paragraph (c)(1) of this clause.)	252.211-7003
ECONOMIC PRICE ADJUSTMENT—WAGE RATES OR MATERIAL PRICES CONTROLLED BY A FOREIGN GOVERNMENT (Applies (a) if this Agreement is a fixed-price supply or service contract that is to be performed wholly or in part in a foreign country; and (b) a foreign government controls wage rates or material prices and may, during contract performance, impose a mandatory change in wages or prices of material.	252.216-7003
SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (Applies if this Agreement is expected to exceed \$700,000 (\$1.5 million for construction of any public facility) and SELLER participates in the Test Program described in the clause at DFARS 19.702-70 and expects to have further subcontracting opportunities. The basic version of this clause applies when the basic, Alternate I, or Alternate II version of the clause at FAR 52.219-9 applies. Alternate I of this clause applies when Alternate III of the clause at FAR 52.219-9 applies.)	252.219-7003
COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (Applies if this Agreement is for services or construction and is to be performed outside the United States and its outlying areas.)	252.222-7002
RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (Applies if the value of this Agreement exceeds \$1 million. The certification in paragraph (b)(2) applies to both SELLER in its own capacity and to SELLER's covered subcontractors.)	252.222-7006
HAZARD WARNING LABELS (Applies if this Agreement requires the submission of hazardous material data sheets, pursuant to the clause at FAR 23.302(c).)	252.223-7001
SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (Applies if this Agreement involves ammunition or explosives. "Government" in paragraph (b) means "L3 and the government.")	252.223-7002
CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	252.223-7003
PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS—BASIC (Applies if this Agreement may require or permit SELLER access to a DoD installation.)	252.223-7006
SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (Applies when DoD 5100.76-M applies, in accordance with the policy set forth in the clause at DFARS 223.7201.)	252.223-7007
PROHIBITION OF HEXAVALENT CHROMIUM (Applicable if this Agreement is for supplies, maintenance and repair services, or construction materials.	252.223-7008
7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (Applies if the Goods contain other than domestic components. Applies in lieu of the clause at FAR 52.225-1. Alternate I applies if this Agreement is for the acquisition of end products in support of operations in Afghanistan.)	252.225-7001
PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (Applies if this Agreement is for items on the U.S. Munitions list.)	252.225-7007
RESTRICTION ON ACQUISITION OF SPECIALTY METALS (Applies if this Agreement exceeds the Simplified Acquisition Threshold and requires delivery of specialty metals as end items.)	252.225-7008
RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applies if the Goods to be furnished contain specialty metals. Paragraph (d) is deleted.)	252.225-7009
PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	252.225-7012



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TITLE OF DFARS CLAUSE	CLAUSE
DUTY-FREE ENTRY (Applies in lieu of the clause at FAR 52.225-8. The Prime Contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact the L3 Buyer.)	252.225-7013
RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Applies if the Goods contain ball or roller bearings.)	252.225-7016
TRADE AGREEMENTS (Applies if this Agreement is for the acquisition of end products listed in the clause at DFARS 225.401-70 and the value of the acquisition equals or exceeds \$180,000. Applies in lieu of FAR 52.225-5.)	252.225-7021
RESTRICTION ON THE ACQUISITION OF FORGINGS (Applies when SELLER will provide forging items or for other items that contain forging items.)	252.225-7025
EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (Applies if this Agreement is for supplies and services for international military education training and foreign military sales.)	252.225-7028
WAIVER OF UNITED KINGDOM LEVIES (Applies if this Agreement is expected to exceed \$1 million and SELLER is a United Kingdom firm.)	252.225-7033
CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (Applies if SELLER's personnel are supporting U.S. Armed Forces deployed outside the United States in (a) contingency operations; (b) peace operations consistent with Joint Publication 3-07.3; or (c) other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.)	252.225-7040
ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (Applies if this Agreement requires performance or travel outside the U.S.)	252.225-7043
EXPORT-CONTROLLED ITEMS	252.225-7048
UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (Applies if this Agreement exceeds \$500,000.)	252.226-7001
RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS (Applies if SELLER will be required, under this Agreement, to deliver to L3 or the government technical data pertaining to noncommercial items, or pertaining to commercial items for which L3 or the Government will have paid for any portion of the development costs. Alternates I–II may apply as the text of that clause provides.)	252.227-7013
RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (Applies if SELLER will be required to deliver to L3 or the government computer software or computer software documentation. Alternate I applies to computer software or computer software documentation in which the government has obtained unlimited rights or a license to make an unrestricted release of the software or documentation.)	252.227-7014
TECHNICAL DATA – COMMERCIAL ITEMS (Applies when SELLER will be required to deliver technical data pertaining to commercial items developed in any part at private expense.)	252.227-7015
RIGHTS IN BID OR PROPOSAL INFORMATION	252.227-7016
IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (Applies when the clause at DFARS 252.227-7013 or 252.227-7014 applies.)	252.227-7017
VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (Applies if this Agreement requires SELLER to furnish computer software to the government.)	252.227-7019





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TITLE OF DFARS CLAUSE	CLAUSE
LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (Applies when it is anticipated that the government will provide SELLER technical data, computer software, or computer software documentation marked with another contractor's restrictive legend(s) in the performance of this Agreement.)	252.227-7025
DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (Applies if this Agreement may require delivery of technical data.)	252.227-7026
DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (Applies if this Agreement may require delivery of technical data.)	252.227-7027
TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (Applies ONLY if included in prime contract and subcontractor will deliver technical data.)	252.227-7028
TECHNICAL DATA - WITHHOLDING OF PAYMENT (Applies if the clause at DFARS 252.227-7013 applies.)	252.227-7030
VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (Applies if this Agreement may require delivery of technical data.)	252.227-7037
PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (Applies if this Agreement is for experimental, developmental, or research work and the clause at FAR 52.227-11 does not apply. Alternates I and II may apply, pursuant to the terms of the clause at DFARS 227.303(2).)	252.227-7038
GROUND AND FLIGHT RISK	252.228-7001
ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (Applies if this Agreement involves the manufacture, modification, overhaul, or repair of aircraft, missiles, or space launch vehicles.)	252.228-7005
TAXES – FOREIGN CONTRACTS IN AFGHANISTAN	252.229-7014
SUPPLEMENTAL COST PRINCIPLES (Applies if this Agreement is subject to the principles and procedures described in FAR subpart 31.1, 31.2, 31.6, or 31.7.)	252.231-7000
COST AND SOFTWARE DATA REPORTING SYSTEM – BASIC (Applies if this Agreement exceeds \$50 million.)	252.234-7004
FREQUENCY AUTHORIZATION - BASIC (Applies if this Agreement requires developing, producing, constructing, testing, or operating a device requiring a radio frequency authorization. Alternate I applies if agency procedures authorize the use of DD Form 1494, Application for Equipment Frequency Allocation, to obtain frequency authorization.)	252.235-7003
CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (Applies if this Agreement is for essential services.)	252.237-7023
NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (This is the clause used in solicitations when 252.237-7023 will be used in the Prime Contract.)	252.237-7024
INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (Applies if this Agreement involves the performance of information assurance functions as described in DoD 8570.01-M.)	252.239-7001
NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (This is the clause used in solicitations when 252.237-7023 will be used in the Prime Contract.)	252.237-7024
CLOUD COMPUTING SERVICES (Applies if this Agreement involves or may involve cloud services.)	252.239-7010



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TITLE OF DFARS CLAUSE	CLAUSE
TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (Applies if this Agreement requires securing telecommunications.)	252.239-7016
SUPPLY CHAIN RISK (Applies if this Agreement is for information technology, whether providing as a service or supply, is a part of a covered system, or is in support of a covered system, as defined in the clause at DFARS 239.7301.)	252.239-7018
PRICING OF CONTRACT MODIFICATIONS (Applies if this Agreement is a fixed price contract).	252.243-7001
SUBCONTRACTS FOR COMMERCIAL ITEMS	252.244-7000
TAGGING, LABELING, AND MARKING OF GOVERNMENT FURNISHED PROPERTY (Applies when the clause at FAR 52.245-1 applies.)	252.245-7001
REPORTING LOSS OF GOVERNMENT PROPERTY (Applies when the clause at FAR 52.245-1 applies.)	252.245-7002
CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (Applies when the clause at FAR 52.245-1 applies.)	252.245-7003
NOTIFICATION OF POTENTIAL SAFETY ISSUES (Applies if this Agreement is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. SELLER shall provide notifications to L3 and the contracting officer identified to SELLER.)	252.246-7003
CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (Applies if this Agreement is for electronic parts or assemblies containing electronic parts.)	252.246-7007
SOURCES OF ELECTRONIC PARTS (Applies if this Agreement is for electronic parts or assemblies containing electronic parts, unless SELLER is the original manufacturer.)	252.246-7008
TRANSPORTATION OF SUPPLIES BY SEA - BASIC (Paragraphs (f) through (h) shall not apply if this Agreement is at or below the Simplified Acquisition Threshold.)	252.247-7023
NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Applies if this Agreement is in support of a major defense program.)	252.249-7002

CERTIFICATIONS REQUIRED TO BE ELIGIBLE FOR AWARD	
REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS	252.222-7007
REPRESENTATION OF USE OF CLOUD COMPUTING	252.237-7009

### ADDITIONAL CLAUSES:

#### TRUTH IN NEGOTIATIONS

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

#### 1. Indemnification

If any price (including profit or fee) negotiated in connection with the Prime Contract between the government and



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the BUYER or any cost that is reimbursable under the contract is reduced because cost or pricing data furnished by the SELLER in connection with any proposal submitted by the Buyer relating to the contract or in connection with this Order was not accurate, complete, or current, the SELLER shall indemnify the BUYER in the amount of the reduction.

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

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

- i. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the SELLER to the date the BUYER is repaid by the SELLER at that applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. § 6621(a)(2); and
- ii. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the SELLER knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.

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

Prior to the pricing of any change or other modification to this Order which involves, increases and/or decreases in costs plus applicable profit in excess of the contractually required threshold and resulting from a change in the Prime Contract, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in 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 certified cost or pricing data or "Other Than Certified Cost and Pricing Data" from its subcontractors, pursuant to the provisions of this Order, SELLER shall provide such data.

### **SUBMISSION OF INCURRED COST PROPOSALS (T & M AND COST REIMBURSABLE ONLY)**

SELLER shall submit its annual incurred cost proposal required by FAR 52.216-7 to SELLER's cognizant U.S. Government audit agency within six (6) months after the end of SELLER's fiscal year. SELLER shall confirm its submission in writing to BUYER, to include the date of its incurred cost proposal submission to the aforementioned audit agency, the point of contact name and address of audit agency. Such written notice shall be provided to BUYER within thirty (30) days of the SELLER's incurred cost submission. SELLER agrees that the audit results shall be reflected in timely adjustments to the prices paid by BUYER to SELLER under this Agreement as reflected in SELLER's invoices to BUYER. SELLER hereby grants its permission for SELLER's cognizant U.S. Government audit agency to provide a copy of any resultant audit report to BUYER.