



**Terms and Conditions of Purchase**  
**TC-03 (Government Contract Flowdown Provisions- Firm Fixed Price Procurement)**

**SECTION 1.0**  
**PREAMBLE**

1.1 These Government Contract Flowdown Provisions, TC-03, are applicable to all Purchase Orders supporting a U.S. Government contract or subcontract, and these provisions are in addition to TC-01, General Provisions. The Federal Acquisition Regulation (FAR), Department of Defense FAR Supplement (DFARS), NASA FAR Supplement (NFS) or other agency FAR supplements identified herein are incorporated by reference with the same force and effect as if set forth in full text. Whenever necessary to make the context of the clauses applicable to this Order, the term “Contractor” shall mean SELLER, the term “Contract” shall mean this Purchase Order, the term “Subcontractor” shall mean a lower tier supplier to SELLER, and the terms “Government,” “Contracting Officer” and equivalent phrases shall mean BUYER, except the terms “Government” and “Contracting Officer” do not change: (a) in the phrases “Government Property,” “Government-Furnished Property,” and “Government-Owned Property,” (b) in the patent clauses incorporated herein, (c) when a right, act, authorization or obligation can be granted or performed only by the Government or the Contracting Officer or their duly authorized representative, (d) when title to property is to be transferred directly to the Government, (e) when access to proprietary financial information or other proprietary data is required except as specifically otherwise provided herein, and (f) where specifically modified herein. Any reference to a “Disputes” clause shall mean the “Disputes” clause of this Order’s TC-01.

1.2 The SELLER agrees to flow-down all applicable Federal Acquisition Regulations (FAR), Department of Defense Federal Acquisition Regulation Supplement (DFARS), NASA Federal Supplement (NFS), or other agency clauses to its lower-tier suppliers. The federal regulations cited herein are found in Title 48 of the Code of Federal Regulations, unless otherwise noted. The SELLER further agrees that all notifications and other communications required by these clauses shall be made to BUYER’s Authorized Representative, unless this Purchase Order specifically provides otherwise.

1.3 The effective version of each provision listed below shall be the latest version published on the date that this Purchase Order is issued. If the substance of any of the clauses listed below is different from the substance of the clause actually incorporated in the Prime Contract or higher tier subcontract referenced herein, including any clause modified by amendment to the Prime Contract or higher tier subcontract, the substance of the clause incorporated in said contract shall apply instead. If, during the performance of the Order, SELLER discovers any conflict, error, ambiguity or discrepancy within this Section or between this Section and any other part of the Order, SELLER shall promptly report it to BUYER’s Authorized Representative in writing, who shall issue appropriate clarifying guidance to SELLER. Although BUYER has made every effort to include every potentially applicable clause in this document, any clauses the inclusion of which in this Purchase Order is mandatory under a statute or regulation, shall be considered to be included by operation of law, even if it has been omitted from this Order.

1.4 SELLER agrees that upon the request of BUYER it will execute amendments to this Order to incorporate additional provisions herein or to change provisions hereof, as BUYER may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract (or higher tier subcontract), provisions of amendment to such Prime Contract and/or provisions of any launch or re-entry licenses issued by the Federal Aviation Administration (if applicable). If any such amendment to this Order causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Order, an equitable adjustment may be made pursuant to the “Changes” clause of this Order.

1.5 For the purposes of this TC-03, the terms “Purchase Order,” “Order,” “BUYER,” “SELLER,” “Authorized Representative,” and “Work” shall have the same meanings as those set forth in TC-01.

1.6 Special Notes:

- (1) Insert “and BUYER” after “Government” in this clause.
- (2) Insert “or BUYER” after “Government” in this clause.
- (3) Insert “and BUYER” after “Contracting Officer” throughout this clause.

**SECTION 2.0**  
**CLAUSES APPLICABLE TO ALL ORDERS FOR COMMERCIAL**  
**OR NON-COMMERCIAL ITEMS**

**2.1 DEPARTMENT OF LABOR REGULATIONS – Title 41 of the Code of Federal Regulations**

The following Equal Opportunity Clauses are incorporated into this Purchase Order as indicated:

- 60-1.4(a)** The Seller shall abide by the requirements of 41 CFR 60-1.4(a). This regulation applies to all Purchase Orders regardless of value of the Purchase Order, and Seller shall flow this clause to all lower tier suppliers. This regulation prohibits discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. This regulation requires that contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 60-300.5(a)** The Seller shall abide by the requirements of 41 CFR 60-300.5(a). This regulation applies for contracts, subcontracts or purchase orders of \$100,000 or more, and Seller shall flow this clause to its lower tier suppliers accordingly. This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- 60-741.5(a)** The Seller shall abide by the requirements of 41 CFR 60-741.5(a). This regulation applies for contracts, subcontracts or purchase orders of \$10,000 or more, except that subpart C of Part 40-741 (regarding affirmative action plans) only applies to contracts, subcontracts or purchase orders of \$50,000 or more. Seller shall flow this clause to its lower tier suppliers accordingly. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**2.2 FAR**

- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Applies only if this Order exceeds \$150,000.)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applicable if the Order's period of performance is more than 120 days and exceeds \$5,000,000. Note 1 applies.)
- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (Applicable to Orders over the simplified acquisition threshold as defined in FAR 2.101).
- 52.204-2 SECURITY REQUIREMENTS (Included if this Order requires access to classified information.)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Applicable where subcontractor will have physical access to federally controlled facility or federal information system.)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (Applicable only if included in Prime Contract and the value of this Order is \$30,000 or more; only paragraph (a) and subparagraph (d)(3) apply. The first phrase of subparagraph (d)(3) is revised to read as follows: "Unless otherwise directed by the BUYER, by the 10<sup>th</sup> business day of the month following the month of award of this Order, and annually thereafter, the SELLER shall report the names and total compensation of each of the five most highly compensated executives of SELLER for the SELLER's preceding completed fiscal year at <http://www.fdrs.gov>. This information will be made available to the public.)

- 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUNE 2016)
- 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (Applicable only if Defense Priority and Allocation System (DPAS) Requirements are invoked on Order)
- 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS
- 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA- MODIFICATIONS-SEALED BIDDING (Applies only to Sealed Bidding)
- 52.214-28 SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS-SEALED BIDDING (Applies only to Sealed Bidding)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA AND DATA OTHER THAN COST OR PRICING DATA
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA AND DATA OTHER THAN COST OR PRICING DATA – MODIFICATIONS
- 52.215.22 LIMITATION ON PASS-THROUGH CHARGES –IDENTIFICATION OF SUBCONTRACTOR EFFORT (Applies when 52.215-23 applies) (Note 1)
- 52.215-23 LIMITATION ON PASS-THROUGH CHARGES (Applicable as specified in FAR 15.408 (n)(1).
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES
- 52.222-26 EQUAL OPPORTUNITY (Paragraph (d) is deleted.)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Applies if this Order exceeds \$15,000.)
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applies if this Order exceeds \$10,000.)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (In paragraph (e), Note 1 applies.)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (Applicable to services and construction orders that: (1) exceed \$3,500; and (2) include work performed in the United States. Does not apply to orders for commercial services that are (a) part of the purchase of a Commercially Available Off the Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications) (b) performed by the COTS provider, and (c) are normally provided for that COTS item.)
- 52.223-11 OZONE DEPLETING SUBSTANCES (Applicable if this Order includes supplies manufactured with or contains ozone-depleting substances.)
- 52.224-3 PRIVACY TRAINING
- 52.225-1 BUY AMERICAN ACT – SUPPLIES (Applies if this Order contains other than domestic components.)
- 52.225-5 TRADE AGREEMENTS (Applies if this Order contains other than U.S. made or designated country end products as specified in the clause.)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
- 52.227-19 COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS (Applicable to Orders involving the acquisition of existing computer software.)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Applies if SELLER is a small business concern. Note 1 applies. This clause does not apply if BUYER does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS
- 52.245-1 GOVERNMENT PROPERTY (Including Alternate 1) (Applicable where government property is involved in Seller’s performance under this Order. “Contracting Officer” means “BUYER” except in the definition of Property Administrator and in paragraph h(1)(iii) and where it is unchanged as per the following sentence, and in paragraphs (c) and (h)(4) where it includes BUYER. “Government” is unchanged except in paragraph (d)(1) where it means BUYER and except in paragraphs (d)(2) and (g) where the term includes the Government and BUYER. For Orders under DOD Prime Contracts, Class Deviation 2007-O0012 applies. In addition, the following is added as paragraph (n): “Seller shall provide to Buyer immediate notice if the Government or other

contractor (i) revokes its assumption of loss under any contracts with the Seller, or (ii) has determined that Seller's property management practices are inadequate, and/or present and undue risk, or that Seller has failed to take corrective action when required. In the event that Seller's property system is determined to be inadequate, or the Government determines more than five separate categories of the system to be inadequate, Seller shall notify Buyer immediately and provide a copy of the findings and the proposed Corrective Action Plan. Seller shall provide property system information to Buyer at Buyer's request." This clause applies only to Government property and does not apply to Buyer Property addressed in TC-01– General Provisions. ) Further, only the Government has the authority to relieve Seller from any potential or actual liability for property furnished by the Government.

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS

**2.3 Additional FAR Provisions Applicable to Orders Funded Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L.111-5) ("Recovery Act"):**

- 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (SEC.1553, PUB.L.111-5) ("RECOVERY ACT") (Applicable to all Orders funded under Recovery Act.)
- 52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS (Only the following requirements of this clause apply: SELLER shall provide to BUYER not later than the 5<sup>th</sup> day following the end of each calendar quarter the information required by subparagraphs (d)(10)( i), (ix), (x), and (xi) of this clause. This information will be made available to the public as required by section 1512 of the Recovery Act.)
- 52.225-21 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS – BUY AMERICAN ACT – CONSTRUCTION MATERIALS (Applicable to Recovery Act funded Orders involving construction.)

**2.4 DFARS**

- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
- 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEVIATION 2016-00001) (The notification requirement in paragraph (c) requires notification prior to award of this PO if possible, and in no event later than 14 days after award of this PO.)
- 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION
- 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (Applicable if performance of this Order will result in Seller's receipt of "covered defense information" as defined in paragraph (a), or Seller will provide operationally critical support to a U.S. Government customer.) (Reports required under paragraph (c) shall be made in compliance with paragraph (m)(2) of this Clause; Seller shall provide Buyer with a copy of notifications submitted pursuant to paragraph (b)(1)(ii)(A).)
- 252.204-7015 **NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)**
- 252.209-7004 SUBCONTRACTING WITH FIRMS OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM
- 252.211-7003 ITEM IDENTIFICATION AND VALUATION (Applicable if this Order requires items that contain unique item identification ("UID"). All reports required to be submitted under this clause shall be submitted to Buyer at a location to be provided; delete paragraph (g) and insert the following in lieu thereof: "(g) Lower Tier Subcontracts. SELLER shall include this clause, including this paragraph (g), in all lower tier subcontracts issued under this Order for the acquisition of components identified herein as requiring UID.")
- 252.223-7001 HAZARD WARNING LABELS (Applicable if this Order requires the delivery of hazardous materials.)

- 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (Applicable only if the articles furnished under this Order contain ammunition or explosives, including liquid and solid propellants. Note 1 applies, with the exception that Note 2 applies to paragraph (g)(1). In paragraph (g)(1)(ii) delete “prime” and “substituting its name for references to the Government”.)
- 252.223-7003 CHANGE IN PLACE OF PERFORMANCE -- AMMUNITION AND EXPLOSIVES (Applicable if DFARS 252.223-7002 applies to this Order. Delete paragraph (a). In paragraph (b), delete “If a contract results from this offer.” Note 3 applies.)
- 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION AND EXPLOSIVES (Applicable if this Order is for the development, production, manufacture, or purchase of arms, ammunition and explosives or when arms, ammunition and explosives will be provided to SELLER as Government Furnished Property.)
- 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM
- 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (Substituted in lieu of FAR 52.225-1. Applicable if this Order includes other than domestic components.)
- 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (Applicable if SELLER is supplying items on the U.S. Munitions list.)
- 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Paragraph (d) is deleted.) (Applies if delivered items contain specialty metals).
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
- 252.225-7021 TRADE AGREEMENTS (Applicable if items delivered under the Order contain other than U.S.-made, qualifying country or designated country end products. Applicable in lieu of FAR 52.225-5.)
- 252.225-7048 EXPORT-CONTROLLED ITEMS
- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (Applicable if this contract exceeds \$500,000. In subparagraph (f)(1), “Contractor” shall mean “BUYER.” BUYER has no liability to SELLER for incentive payments unless and until the Government provides said incentive payment to BUYER.)
- 252.227-7015 TECHNICAL DATA – COMMERCIAL ITEMS
- 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE
- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (Applies if PO requires delivery of technical data)
- 252.239-7018 SUPPLY CHAIN RISK (Applicable if this Order involves the development or delivery of any information technology, whether acquired as a service or as a supply.)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS
- 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (Applicable if this Order 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 and subassemblies integral to a system. SELLER shall provide notifications to BUYER and the Authorized Representative identified to SELLER.)
- 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM
- 252.246-7008 SOURCES OF ELECTRONIC PARTS
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Applicable in lieu of FAR 52.247-64 in all Orders for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after “Contractor” and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Order is at or below \$150,000).

- 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (Applicable if this Order meets the criteria set forth in paragraph (b)(2)(ii) of the clause.)
- 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Applies if Order equals or exceeds \$700,000. Delete paragraph (d)(1) and the first five words of paragraph (d)(2).)

## **2.5 NFS**

- 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES
- 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (Applies only if printing or duplicating exceeds the limits defined in paragraph (c) of the clause.)
- 1852.211-70 PACKAGING, HANDLING AND TRANSPORTATION
- 1852.219-76 NASA 8 PERCENT GOAL
- 1852.223-70 SAFETY AND HEALTH MEASURES AND MISHAP REPORTING (Applicable when any of the conditions in NASA FAR Supplement 1823.7001(a) exist. Add “and BUYER Subcontract Administrator” after Contracting Officer in paragraph (i). Note 2 applies to paragraph (g)(1).)
- 1852.223-71 AUTHORIZATION FOR RADIO FREQUENCY USE (Applicable if this Order requires the development, production, test or operation of a device for which a radio frequency is required.)
- 1852.223-72 SAFETY AND HEALTH (SHORT FORM) (Applicable if NFS 1852.223-70 does not apply.)
- 1852.223-74 DRUG AND ALCOHOL FREE WORKFORCE (Applicable if work under this Order is performed by an employee in a sensitive position as defined in the clause.)
- 1852.225-70 EXPORT LICENSES
- 1852.227-19 COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS (Modifies FAR 52.227-19.)
- 1852.227-86 COMMERCIAL COMPUTER SOFTWARE-LICENSING (Applicable for the purchase of existing computer software in accordance with FAR 27.405(b)(2). Replaces FAR 52.227-19. Note 3 applies.)
- 1852.228-76 CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES (Applicable if the work under this Order is performed in support of “Protected Space Operations” (applicable to the Space Station) as that term is defined in the clause.)
- 1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION
- 1852.231-71 DETERMINATION OF COMPENSATION REASONABLENESS (Applicable if Order is a cost reimbursement or non-competitive fixed-price type contract and has a total potential value in excess of \$750,000.)
- 1852.237-71 PENSION PORTABILITY (Applies if this Order is for services and meets the conditions of paragraph (b) of the clause.)
- 1852.237-72 ACCESS TO SENSITIVE INFORMATION
- 1852.237-73 RELEASE OF SENSITIVE INFORMATION
- 1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES (Applicable if this Order requires travel to locations outside of the United States that will be charged directly to the Order. Substitute “45 days” for “30 days” in the clause.)
- 1852.242-72 DENIED ACCESS TO NASA FACILITIES (Applicable if the work under this Order will be performed at a NASA installation.)
- 1852.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (Applies if applicable to Prime Contract and Order is for \$100,000 or more.)
- 1852.245-72 LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR OTHER SERVICES (Note 1 applies only to the first two times “Government” appears in paragraph (e).)

- 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (Applicable if the SELLER will possess NASA property during the performance of the Order. Delete paragraph (b). Reports required by paragraph (c) shall be submitted to BUYER no later than October 10. Note 2 applies to paragraph (c).)
- 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT
- 1852.246-70 MISSION CRITICAL SPACE SYSTEMS PERSONNEL RELIABILITY PROGRAM (Applicable where SELLER employees will hold positions designated as critical in accordance with 14 CFR 1214.5.)
- 1852.246-73 HUMAN SPACE FLIGHT ITEM (Applicable if this Order is for human space flight hardware or flight related equipment.)
- 1852.247-71 PROTECTION OF THE FLORIDA MANATEE (Applicable for work in Florida's critical habitats.)

**SECTION 3.0**

**3.1 The FAR clauses referenced in this Section 3.0 are incorporated into all Purchase Orders for which this TC-03 applies, except for Purchase Orders for commercial items where the following criteria are met: (a) the Seller's proposal identifies and represents its Work to be a Commercial Item as defined in FAR 2.101 and provides supporting rationale and documentation to Buyer; and (b) Buyer agrees and documents this Purchase Order that Seller's Work is a Commercial Item.**

**3.2 The following FAR clauses apply to this Purchase Order regardless of the dollar value of the Purchase Order:**

- 52.203-3 GRATUITIES
- 52.203-5 COVENANT AGAINST CONTINGENT FEES
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
- 52.211-5 MATERIAL REQUIREMENTS
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
- 52.222-3 CONVICT LABOR
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (Note 2 applies to paragraph (c).)
- 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (Applicable if this Order is subject to the Service Contract Act; Does not apply if this Order has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.)
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (Applicable if this Order involves hazardous material. Note 1 applies, except for paragraph (f) where Note 2 applies.)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (Applicable if this Order exceeds \$3,500.)
- 52.225-8 DUTY-FREE ENTRY
- 52.227-6 ROYALTY INFORMATION (Applicable when FAR 52.215-12 applies and royalty costs exceed \$250.)
- 52.227-9 REFUND OF ROYALTIES (Applicable when royalty costs exceed \$250.)
- 52.227-13 PATENT RIGHTS – ACQUISITION BY THE GOVERNMENT (Applicable in lieu of other Patent Rights provisions of this Order if included in the Prime Contract.)
- 52.227-14 RIGHTS IN DATA – GENERAL, including Alternate I, II, III, IV in accordance with the Prime Contract (Note 1 applies.)
- 52.227-16 ADDITIONAL DATA REQUIREMENTS
- 52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (Applicable if Order involves work on government installation; Note 2 applies to paragraph (b).)
- 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III
- 52.237-3 CONTINUITY OF SERVICES
- 52.242-13 BANKRUPTCY

- 52.243-1 CHANGES – FIXED PRICE (In paragraph (a) the following potential changes to general scope shall be added: (4) the Statement of Work, (5) increases or decreases in the Scope, (6) place of inspection, acceptance or point of delivery, (7) delivery schedule and (8) contract clauses required by our Customer. In paragraph (c) thirty (30) days is changed to twenty (20) days from the date of receipt of the written order.)
- 52.243-6 CHANGE ORDER ACCOUNTING (Applicable if the Prime Contract requires Change Order accounting.)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (Applicable if specified in the Prime Contract.) (Unless specifically stated elsewhere in the PO, all Government-furnished and Buyer-furnished Property shall be “AS IS.”)
- 52.245-9 USE AND CHARGES
- 52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE (Note 1 applies, except in paragraph (b) the second time “Government” appears and in paragraphs (f), (h), (j) and (l)).
- 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (Applicable only to Contracts for the furnishing of Services. Note 1 applies, except in paragraphs (e) and (f).)
- 52.246-16 RESPONSIBILITY FOR SUPPLIES
- 52.247-63 PREFERENCE FOR U.S. – FLAG AIR CARRIERS (Applicable if this Order involves international air transportation.)
- 52.249-2 TERMINATION FOR CONVENIENCE-FIXED-PRICE (Revised as follows: Note 2 applies to the first time “Government” appears in paragraphs (b)(4) and (b)(6), it applies to all of paragraph (b)(8), and it applies to the second time “Government” appears in paragraph (d). In paragraph (n), Note 1 applies.  
Paragraph (c): Change “120 days” to “60 days.”  
Paragraph (d): “15 days” is changed to “30 days,” and “45 days” is changed to “60 days.”  
Paragraph (e): The time for submission of the final termination settlement proposal is changed from “1 year” to “6 months” from the effective date of termination.  
Paragraph (l): The time for submission of a proposal for an equitable adjustment after a partial termination is changed from “90 days” to “45 days” from the effective date of the termination.  
Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)  
In the event of any conflict between this clause and Termination for Convenience in TC-01– General Provisions, this clause shall take precedence.
- 52.249-8 DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (Note 2 will apply to the second and third time that “government” appears in paragraph (e). Timely performance is a material element of this Order; Paragraph (a): Change the cure period from “10 days” to “7 days”.) (In the event of any conflict between this clause and the Termination for Default in TC-01 – General Provisions, this clause shall take precedence.)

**3.3 The following FAR clauses apply as indicated by the dollar limits.**

**3.3.1 Clauses that Apply if this Order Exceeds \$15,000:**

- 52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000

**3.3.2 Clause that Apply if this Order Exceeds \$35,000:**

- 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Paragraph (b) is deleted and replaced with the following: “Neither SELLER nor any of its principals are debarred, suspended or proposed for debarment by the federal government.)

**3.3.3 Clauses that Apply if this Order Exceeds \$150,000:**

- 52.203-7 ANTI-KICKBACK PROCEDURES
- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY



- 52.215-2 AUDIT AND RECORDS – NEGOTIATION (Insert “and BUYER” after “Contracting Officer” and “Comptroller General Of the United States”.)
- 52.215-14 INTEGRITY OF UNIT PRICES (Excluding paragraph (b))
- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (Applies only if this Order may require or involve the employment of laborers and mechanics.)
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (Applicable only if FAR 52.222-35 applies.)
- 52.227-1 AUTHORIZATION AND CONSENT (Applies if the Prime Contract contains this clause; ALTERNATE I applies as indicated in the clause.)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT ( Note 2 applies.)
- 52.248-1 VALUE ENGINEERING (Note 1 applies in paragraphs (c)(5) and (m) and Note 2 applies where “Government” precedes “cost” throughout.)

**3.3.4 Clauses that Apply if this Order Exceeds \$700,000:**

- 52.214-26 AUDIT AND RECORDS- SEALED BIDDING
- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Applicable if this Order is with a large business and offers further subcontracting opportunities and is expected to equal or exceed \$700,000 or \$1,500,000 for construction of any public facility; does not apply to small business concerns. The SELLER’s subcontracting plan is incorporated herein by reference. )

**3.3.5 Clauses that Apply if this Order Exceeds \$750,000:**

- 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (Applies if cost or pricing data is required from the SELLER or any sub-tier Supplier. Note 3 applies except the first time “Contracting Officer” appears in paragraph (c)(1). Rights and obligations under this clause shall survive completion of work under the Order and final payment under this Order.)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (Applicable if cost or pricing data is required from the SELLER or any sub-tier Supplier for modifications. Note 2 applies except the first time “Contracting Officer” appears in paragraph (d)(1). Rights and obligations under this clause shall survive completion of the work under the Order and final payment under this Order. As required by applicable law or regulation, the SELLER shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed by FAR 15.406-2. In addition to any remedies provided by law, if BUYER is subjected to any liability as a result of the SELLER’s failure to comply with this requirement, then the SELLER agrees to indemnify and hold BUYER harmless to the full extent of any loss, damage or expense (excluding BUYER’s overhead and profit) resulting from such failure.)
- 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (Applicable if not otherwise exempt under FAR 15.403.)
- 52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (Applicable for modifications if not otherwise exempt under FAR 15.403.)
- 52.230-2 COST ACCOUNTING STANDARDS
- 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
- 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES—FOREIGN CONCERNS
- 52.230-5 COST ACCOUNTING STANDARDS—EDUCATIONAL INSTITUTIONS
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APPLIES IF 52.230-2, 52.203-3, 52.230-4, and/or 52.230-5 are included in the Order)

**3.3.6 Clauses that Apply if this Order Exceeds \$5,500,000:**

- 52.203-14 DISPLAY OF HOTLINE POSTERS

**3.4 The following FAR clauses apply as appropriate under the described circumstances:**

- 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (Applies only if this Order is for radioactive material meeting the criteria outlined in this clause. In the blank insert "30".)
- 52.225-9 BUY AMERICAN ACT-CONSTRUCTION MATERIALS (Applicable only to construction contracts performed in the U.S.)
- 52.227-3 PATENT INDEMNITY (Applicable if included in the Prime Contract.)
- 52.227-10 FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER (Applies only if this Contract covers or is likely to cover classified subject matter.)
- 52.227-11 PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (Applies if this Order is for experimental, developmental, or research work and (1) the SELLER is a small business or (2) this Order is with a non-profit organization.)
- 52.228-3 WORKER'S COMPENSATION INSURANCE "DEFENSE BASE ACT" (Applicable if specified in the Prime Contract and if the Defense Base Act (42 USC 1651 et. seq.) applies to this PO.)
- 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (Applicable if criteria in FAR 29.401-4 are met.)
- 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (Applicable if specified in the Prime Contract.)
- 52.246-7 INSPECTION OF RESEARCH AND DEVELOPMENT – FIXED PRICE (Applies to fixed price Orders involving research and development. Note 1 applies, except in paragraphs (d) through (f).)
- 52.247-5 FAMILIARIZATION WITH CONDITIONS (Applicable to Orders for transportation or for transportation related services.)
- 52.251-1 GOVERNMENT SUPPLY SOURCES (Applicable to Orders that may authorize the SELLER to acquire Supplies or Services from a Government supply source.)

**SECTION 4.0**

**4.1 The DFARS clauses referenced in this Section 4.0 are incorporated into all Purchase Orders for which this TC-03 applies, except for Purchase Orders for commercial items where the following criteria are met: (a) the Seller's proposal identifies and represents its Work to be a Commercial Item as defined in FAR2.101 and provides supporting rationale and documentation to Buyer; and (b) Buyer agrees and documents this Purchase Order that Seller's Work is a Commercial Item.**

**4.2 The following DFARS clauses apply to this Purchase Order regardless of the dollar value of the Purchase Order:**

- 252.204-7000 DISCLOSURE OF INFORMATION
- 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT FURNISHED MATERIAL
- 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (Applicable if this Order requires Government property in SELLER's possession to contain unique item identification.)
- 252.215-7000 PRICING ADJUSTMENTS (Applicable if FAR 52.215-12 or 52.215-13 applies to this Order.)
- 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (Applicable if included in Prime Contract.)
- 252.223-7004 DRUG-FREE WORKPLACE
- 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS
- 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
- 252.225-7008 RESTRICTIONS ON ACQUISITION OF SPECIALTY METALS

- 252.225-7013 DUTY-FREE ENTRY (Applies in lieu of FAR 52.225-8. The prime contract number and identity of the Contracting Officer are contained elsewhere in this Order. If this information is not available, contact the BUYER Authorized Representative.)
- 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS
- 252.227-7013 RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS (Applicable in lieu of FAR 52.227-14. Note 1 applies.)
- 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (Applicable in lieu of FAR 52.227-14.)
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION
- 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS
- 252.227-7018 RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE – SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM
- 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (For paragraph (c)(1), Note 1 applies.)
- 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE
- 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE
- 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (The definitions for “contract” and “subcontract” shall not apply herein, except for the first reference to contract. Note 2 applies.)
- 252.227-7030 TECHNICAL DATA – WITHHOLDING OF PAYMENT (Note 2 applies to paragraph (b).)
- 252.227-7038 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (Applicable if (1) SELLER is not a small business or nonprofit organization subject to FAR 52.227-11 and (2) the Order is for experimental, developmental or research work.)
- 252.227-7039 PATENTS – REPORTING OF SUBJECT INVENTIONS (Applicable if FAR 52.227-11 applies to this Order.)
- 252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (In paragraph (b), Note 1 applies.)
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES
- 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (Applicable if included in the Prime Contract; exclude paragraph (c) if the value of the PO is less than \$50M.)
- 252.236-7000 MODIFICATION PROPOSALS – PRICE BREAKDOWN
- 252.236-7013 REQUIREMENT FOR COMPETITION OPPORTUNITY FOR AMERICAN STEEL PRODUCERS, FABRICATORS, AND MANUFACTURERS (Applies if this PO involves the purchase of steel as a construction material.)
- 252.243-7001 PRICING OF CONTRACT MODIFICATIONS
- 252.243-7002 REQUEST FOR EQUITABLE ADJUSTMENT
- 252.246-7001 WARRANTY OF DATA (and ALTERNATE II)
- 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

**4.3 The following FAR clauses apply as indicated by the dollar limits.**

**4.3.1 DFARS Clauses that Apply if this Order Exceeds \$150,000:**

- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (The terms “contract,” “contractor,” and “subcontract” shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g).)
- 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY
- 252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE – SPECIALTY METALS COMPLIANCE CERTIFICATE (When applicable, SELLER must complete and return the certificate to the Buyer’s Procurement Agent.)

**4.3.2 DFARS Clauses that Apply if this Order Exceeds \$700,000:**

- 252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA – SUBMISSION AFTER AWARD (Applicable to Orders that could be performed in the United States or Canada.)

**4.3.3 DFARS Clauses that Apply if this Order Exceeds \$1,000,000:**

- 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS

**4.3.4 DFARS Clauses that Apply if this Order Exceeds \$1,500,000:**

- 252.211-7000 ACQUISITION STREAMLINING

**4.3.5 DFARS Clauses that Apply if this Order Exceeds \$5,500,000:**

- 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (Applicable when FAR 52.203-13 applies to the Prime Contract and this Order.)
- 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTERS (Applies in lieu of 52.203-14.)

**4.4 The following DFARS clauses apply as appropriate under the described circumstances:**

- 252.204-7010 REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF THE CONTRACTOR’S ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE US INTERNATIONAL ATOMIC ENERGY AGENCY ADDITIONAL PROTOCOL (Applies if this PO is subject to the provisions of the International Atomic Energy Agency Additional Protocol US-IAEAAP.)
- 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (Applies if cost or pricing data is required.)
- 252.225-7000 BUY AMERICAN STATUTE-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (This clause is substituted in lieu of FAR 52.225-2. Applicable if the Order includes other than domestic components.)
- 252.225-7015 RESTRICTION ON THE ACQUISITION OF HAND OR MEASURING TOOLS
- 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Applies if delivered items contain ball or roller bearings)
- 252.225-7019 RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN
- 252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS
- 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (Applies if Order exceeds \$1,000,000 with a United Kingdom firm.)

- 252.225-7043 ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (Applicable where SELLER will be performing or traveling outside the U.S. under this Order. For paragraph (c), see applicable information cited in DFARS 225.7401.)
- 252.227-7033 RIGHTS IN SHOP DRAWINGS (Applies if this Order or a higher tier contract is for construction services.)
- 252.228-7001 GROUND AND FLIGHT RISK (Applies if this Order or any higher tier contract is for aircraft related services.)
- 252.229-7004 STATUS OF CONTRACTOR AS A DIRECT CONTRACTOR (SPAIN) (Applies if this Order or any higher tier contract involves the importation of supplies into Spain for Spanish-American installations or facilities.)
- 252.229-7011 REPORTING OF FOREIGN TAXES – US ASSISTANCE PROGRAMS (Applies if this Buyer’s contract is funded with US assistance from annual foreign operations appropriations.)
- 252.235-7003 FREQUENCY AUTHORIZATION (Applicable if this Order requires developing, producing, constructing, testing or operating a device requiring a frequency authorization.)
- 252.237-7023 CONTINUITY OF ESSENTIAL CONTRACTOR SERVICES (Applicable if included in Prime Contract. Note 1 applies to paragraph (c). Paragraph (f) is not applicable.)
- 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES AND SERVICES (Applicable to Orders which require securing telecommunications.)
- 252.239-7018 SUPPLY CHAIN RISK (Applies only if this Contract involves the development or delivery of any information technology, whether acquired as a service or as a supply. Note 2 applies.)
- 252.247-7003 PASS THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER (Applies if this Order involves use of motor carriers, brokers, or freight forwarders.)

## SECTION 5.0

**5.1 The NFS clauses referenced in this Section 5.0 are incorporated into all Purchase Orders for which this TC-03 applies, except for Purchase Orders for commercial items where the following criteria are met: (a) the Seller’s proposal identifies and represents its Work to be a Commercial Item as defined in FAR2.101 and provides supporting rationale and documentation to Buyer; and (b) Buyer agrees and documents this Purchase Order that Seller’s Work is a Commercial Item**

### **5.2 The following NFS Clauses apply unless exemptions or thresholds apply:**

- 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES
- 1852.219-75 INDIVIDUAL SUBCONTRACT REPORTS (Applicable if FAR 52.219-9 applies to this Contract.)
- 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY
- 1852.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (SHORT FORM) (Applicable if this Order 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 Order. If no agency is identified, contact the BUYER Subcontract Administrator identified in this Order.)
- 1852.227-14 RIGHTS IN DATA-GENERAL (Modifies FAR 52.227-14.)
- 1852.227-70 NEW TECHNOLOGY (Applies if Order is for experimental, developmental, research, design or engineering work and the SELLER is other than a small business or non-profit organization.)
- 1852.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (Applicable whenever NASA FARS 1852.227-70 applies to this Order. SELLER’s petitions to the Contracting Officer shall be made through BUYER.)
- 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (Applicable if this Order contains either of the clauses at FAR 52.227-11 or NFS 1852.227-70. SELLER shall contact BUYER’S authorized representative for the identification of the cognizant representatives.)

**SECTION 6.0**

**OTHER APPLICABLE TERMS**

**6.1 Notification of Employee Rights Supplement**

29 CFR Part 471, Appendix A, Subpart A – Notification of Employee Rights Under Federal Labor Laws is included in the terms of this Order.

**6.2 Indemnification for Defective Pricing and Violation of the Anti-Kickback Statute or the Procurement Integrity Act**

The SELLER, its Subcontractors, agents, and/or employees agree to indemnify and save harmless and defend Buyer from and against any and all fines, penalties, offsets, claims, demands, actions, debts, liabilities, judgments, costs and attorney's fees, costs and profit disallowed or reduced by Buyer's customer arising out of claims on account of, or in any manner predicated upon (1) submission by SELLER, its Subcontractors, agents and/or employees of alleged or confirmed defective pricing data or (2) violation of the Anti-Kickback Act of 1986 (41 U.S.C. Section 51-58) by SELLER or any of its suppliers or subcontractors, including indirect suppliers (such as a supplier to one of SELLER's direct suppliers) or (3) any other government or contractual requirement for cost or pricing data submitted by the SELLER, its Subcontractors, agents and/or employees to Buyer or any other party.

**6.3 Certifications and Representations**

By entering into this Order, SELLER confirms that it has completed Buyer's Representations and Certifications form and that SELLER's completed form is included in this Order (including, without limitation, Buyer's Commercial Item Determination Form, if applicable). SELLER acknowledges that Buyer has relied upon SELLER's certifications and representations contained herein and in any written offer, proposal or quote, or periodic submission. By entering into an Order, SELLER republishes the certifications and representations submitted with its written offer, including any periodic submission to Buyer, and oral offers/quotations made at the request of Buyer, and SELLER makes those certifications and representations set forth in the FAR clauses referenced above. SELLER shall immediately notify Buyer of any change of status regarding any certification or representation.