

## Section 1 – DEFINITIONS

As used throughout this Agreement:

(A) “Agreement” means these terms and conditions, purchase orders or purchase agreements issued to Seller referencing these terms and conditions, and any supply agreements, specifications, statements of work, or other papers referenced in such purchase orders or purchase agreements.

(B) “Buyer” means Barnes Group Inc. (BGI) (or, as the case may be, a subsidiary of BGI) issuing the order.

(C) “Goods” means all products contracted for by Buyer and supplied by Seller under this Agreement, including all components, raw materials, and intermediate assemblies thereof.

(D) “Order” means a purchase order, change order, subcontract or contract for the Goods or Services.

(E) “Prime Contract” means a contract defined by a government contract number printed on purchase orders or purchase agreements issued pursuant to this Agreement.

(F) “Seller” means the person or company contracting with Buyer to provide the Goods or Services.

(G) “Services” means those services contracted for by Buyer and supplied by Seller under this Agreement and as may further be described in purchase orders, purchase agreements, statements of work, specifications, or other papers included in this Agreement.

## Section 2 – FEDERAL ACQUISITION REGULATION FAR AND FAR SUPPLEMENT CLAUSES

The following clauses in effect on the date of any orders issued pursuant to the Agreement are hereby incorporated by reference, to the extent they apply to Buyer's Prime Contract or with a higher tier U.S. Government contractor. However, in the event of a conflict between the clauses listed below and the Buyer's Prime Contract, the Buyer's Prime Contract shall prevail. Where applicable, the terms “government”, “Contracting Officer”, and similar terms shall mean “Buyer”, and the term “Contractor” and similar terms shall mean “Seller”. The full text of a clause may be accessed electronically at URL: <http://farsite.hill.af.mil/vffar1.htm>

(A) Seller agrees to negotiate with Buyer to incorporate additional provisions herein or to change provisions as Buyer reasonably deems necessary to comply with the

applicable Prime Contract or with amendments or modifications to the applicable Prime Contract.

(B) If so identified, this Order is a “Rated Order” certified for national defense use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System (DPAS) Regulation (15 C.F.R. Part 700).

(C) The following clauses are incorporated by reference and made a part hereof. The dates of these clauses are the dates in effect in the U.S. Government Prime Contract issued to Buyer. Unless specified otherwise, the term “Contractor” shall mean “Seller,” the term “Contract” shall mean “Order,” and the term “subcontractor” shall mean “Seller's subcontractors”.

## Section 3 – ORDERS CONTAINING A U.S. GOVERNMENT PRIME CONTRACT NUMBER

If an Order(s) contains a U.S. Government Prime Contract Number then following FAR and DFARS Clauses are applicable

### A. The Following FAR clauses are applicable as identified below:

#### 1. The following FAR clauses apply to this Contract

52.202-1 DEFINITIONS

52.203-7 ANTI-KICKBACK PROCEDURES

52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE

52.204-13 CENTRAL CONTRACTOR REGISTRATION MAINTENANCE

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

52.211-5 MATERIAL REQUIREMENTS (“Contracting Officer” means “Buyer's Authorized Procurement Representative”).

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (Applicable only if so identified as a “Rated Order”).

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (“Contracting Officer” means “Buyer's Authorized Procurement Representative.”)

52.222-3 CONVICT LABOR

52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES

52.222-26 EQUAL OPPORTUNITY

52.222-50 COMBATING TRAFFICKING IN PERSONS (“Government” means “Government and Buyer” and “Contracting Officer” means “Buyer's Authorized Procurement Representative”)

52.223-11 OZONE-DEPLETING SUBSTANCES

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

52.227-14 RIGHTS IN DATA –GENERAL

52.229-3 FEDERAL, STATE, AND LOCAL TAXES

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT (“Contracting Officer” means “Buyer's Authorized Procurement Representative”)

52.242-13 BANKRUPTCY (“Contracting Officer” means Buyer's Authorized Procurement Representative).

52.242-15 STOP WORK ORDER (“Contracting Officer” means “Buyer's Authorized Procurement Representative” and “Government” means “Buyer”).

52.243-1 CHANGES – FIXED PRICE (“Contracting Officer” means “Buyer's Authorized Procurement Representative” and “Government” means “Buyer”; delete the reference to the Disputes clause in paragraph (e)). Notwithstanding the above, Buyer may make changes to delivery schedule established in this Order without cost impact provided that: (i) Buyer provides a minimum four (4) week notice to Seller for any delivery schedule acceleration; or (ii) Buyer provides a minimum four (4) week notice to Seller for any delivery schedule deceleration.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS

52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (“Contracting Officer” means “Buyer's Authorized Procurement Representative” and “Government” means “Government and Buyer” except in paragraphs (f), (i) and (I) where “Government” means “Buyer.”)

52.246-4 INSPECTION OF SERVICES - FIXED PRICE (“Government” means “Buyer” except in (b), (c), and (d), “Government” means “Government and Buyer”.)

52.246-16 RESPONSIBILITY FOR SUPPLIES

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (“contractor” means “Seller”. “Contracting Officer” means “Contracting Officer and Buyer”).

52.249-2 TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (“Government” means “Buyer” and “Contracting Officer” means “Buyer's Authorized Procurement Representative” except in paragraph (n) where they mean “Government or Buyer” and “Contracting Officer or Buyer's Authorized Procurement Representative” respectively. In paragraph (c), “120 days” and “120 day period” mean “60 days” and “60 day period” respectively. In paragraph (d), the term “45 days” is changed to “90 days.” The term “1 year” in paragraph (e) is changed to “6 months.” In paragraph I. “90 days” is changed to “45 days”. Settlements and payments under this clause may be subject to Contracting Officer approval.)

52.249-8 DEFAULT (“Government” means “Buyer” and “Contracting Officer” means “Buyer's Authorized Procurement Representative” except in paragraph (e) where they mean “Government and Contracting Officer” respectively.)

**2. The following FAR clause(s) apply to this Contract if the value of this Contract exceeds \$10,000**

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

**3. The following FAR clause(s) apply to this Contract if the value of this Contract exceeds \$15,000**

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

**4. The following FAR clause(s) apply to this Contract if the value of this Contract is equal to or exceeds \$100,000**

52.222-35 EQUAL OPPORTUNITY FOR VETERANS

52.222-37 EMPLOYMENT REPORTS ON VETERANS

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (Delete paragraph e) (“Contracting Officer” means “Buyer's Authorized Procurement Representative”).

**5. The following FAR clause(s) apply to this Contract if the value of this Contract is equal to or exceeds \$150,000**

52.203-3 GRATUITIES

52.203-5 COVENANT AGAINST CONTINGENT FEES

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER

52.215-2 AUDIT AND RECORDS NEGOTIATION (“Contracting Officer” means Government Contracting Officer and authorized representatives and Buyer’s Authorized Procurement Representative”).

52.215-14 INTEGRITY OF UNIT PRICES with its ALT I (“Contracting Officer” means “Buyer’s Authorized Procurement Representative”).

52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES

52.227-1 AUTHORIZATION AND CONSENT (Applicable only if Buyer’s Prime Contract contains this clause; In subparagraph (a)(2)(ii), “Contracting Officer” means “Buyer’s Authorized Procurement Representative”).

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (“Contracting Officer” means “Buyer’s Authorized Procurement Representative” and “Government” means “Government or Buyer”).

52.244-5 COMPETITION IN SUBCONTRACTING

52.248-1 VALUE ENGINEERING (“Contracting Officer” means “Buyer’s Authorized Procurement Representative” and “Government” means “Buyer” except in (c)(5) and (m) where “Government” means “Government and Buyer”).

**6. The following FAR clause(s) apply to this Contract if the value of this Contract is equal to or exceeds \$650,000**

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Applicable if the Seller is not a small business. In subparagraph (c) only, substitute “Buyer’s Procurement Representative” for contracting Officer,” “Administrative Contracting Officer,” and “ACO.” The Seller’s subcontracting plan is incorporated herein by reference.)

**7. The following FAR clause(s) apply to this Contract if the value of the Contract exceeds \$700,000**

52.215-10\* PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (Applicable if Cost or Pricing Data is required under this Contract in accordance with FAR 15.403-4 and in accordance with FAR 52.215-12).

52.215-11\* PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (Applicable if Cost or Pricing Data is required under this Contract in accordance with FAR 15.403-4 and in accordance with FAR 52.215-13).

52.215-12\* SUBCONTRACTOR CERTIFIED COST OR PRICING DATA

52.215-13\* SUBCONTRACTOR CERTIFIED COST OR PRICING DATA-MODIFICATIONS

\*FAR 52.215-10, 52.215-11, 52.215-12 and 52.215-13 – (“Contracting Officer” means “Government Contracting Officer and Buyer”; “Government” means “Government and Buyer”); If Buyer is subject to any liability or expense, including government withholding of payments, as the result of Seller or its lower-tier subcontractors’ submission and certification of alleged or actual defective cost or pricing data, which data was certified by Buyer to be accurate, complete and current as of the date of final price agreement given on Buyer’s Certificate of Current Cost or Pricing Data to the U.S. Government or their furnishing of any data of any description that is allegedly or actually inaccurate as set forth in these clauses, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any damage or expense resulting from such action. Seller must provide Buyer with copies of all communications between Seller and the Contracting Officer respecting these clauses and FAR 52.230-6. The rights and obligations under these clauses survive Order completion and final payment under this Order.



**8. The following FAR clause(s) apply to this Contract if the value of this Contract exceeds \$5,000,000 and the period of performance is more than 120 days**

52.203-13 CODE OF BUSINESS ETHICS AND CONDUCT (By signing a contract or performing against a contract in which FAR 52.203-13 is applicable: Seller hereby certifies that it will comply with all elements of FAR 52.203-13 including timely disclosure, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, and the cognizant Buyer Procurement Representative whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, Seller has credible evidence that a principal, employee, agent, or subcontractor of the Seller has committed-

(1) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(2) A violation of the civil False Claims Act (31 U.S.C. 3729-3733). Seller also certifies that, within 30 days of signing a contract or performing against a contract in which FAR 52.203-13 is applicable, Seller will establish a written code of business ethics and conduct and will make a copy of the code available to each employee engaged in performance of the contract.)

52.203-14 DISPLAY OF HOTLINE POSTER(S)

**9. The following FAR clause(s) apply to this Contract only if the stipulation in the relevant parenthetical applies**

52.204-2 SECURITY REQUIREMENTS (Applicable if work requires access to classified information. Delete paragraph (c) of the clause.)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (Applicable if Seller meets the criteria in subparagraph (c)(3) and not exempt under subparagraph (d)(2). Seller shall provide Buyer's Authorized Procurement Representative the information required under subparagraphs (c)(1) and (3). Buyer advises Seller that the required information will be made available to the public as required by this clause.)

52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT--REPORTING (Applicable if the work is funded in whole or in part with Recovery Act funds. For Contract valued at less than \$25,000 or if Seller is an individual, or contracts awarded to Seller that in the previous tax year had gross income

under \$300,000, Seller shall only report the aggregate number of such contracts awarded in the quarter and their aggregate total dollar amount. If Seller is not an individual, and in the previous tax year, Seller had gross income of \$300,000 or more, Seller shall promptly upon receipt of the contract provide Buyer's Authorized Procurement Representative the information described in subparagraphs (i), (ix), (x), (xi) and (xii) of paragraph (d)(10) of FAR 52.204-11. Buyer advises Seller that the information will be made available to the public as required by Section 1512 of the Recovery Act.)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (Applicable if Order is greater than \$500,000 and the Seller has current active Federal contracts and grants with total value greater than \$10,000,000)

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS ("Government" means "Government and Buyer".) (Applicable if the Contract meets the requirements of FAR 15.408(g))

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (Applicable if this Contract meets the applicability requirements of FAR 15.408(j))

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES ("Administrative Contracting Officer" and "ACO" mean "Buyer's Authorized Procurement Representative") (Applicable if this Contract meets the requirements of FAR 15.408(k))

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA ("Contracting Officer" means "Buyer's Authorized Procurement Representative") (Applicable if Certified Cost or Pricing Data is required in accordance with 15.403-4).

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA MODIFICATIONS ("Contracting Officer" means "Buyer's Authorized Procurement Representative") (Applicable if Certified Cost or Pricing Data is required in accordance with 15.403-4)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OVERTIME COMPENSATION (Applicable as prescribed in FAR 22.305) (Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or

recovers from Buyer because of liabilities of Seller or its subcontractors under this FAR clause.)

52.222-20 WALSH-HALEY PUBLIC CONTRACTS ACT (Applicable if meets the requirements of FAR 22.603, 22.604, or 22.605)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (Applicable if FAR 52.222-26 is incorporated in this Contract).

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (Applicable if this Contract is subject to the Service Contract Act. The clause does not apply if this Contract 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.)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (Applicable to: (1) subcontracts for commercial or non-commercial services except for commercial services that are part of the purchase of COTS item(s) or items that may be COTS item(s) but with minor modifications; (2) have a value of more than \$3000; and, (3) include work performed in the U.S.)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (“Government” means “Government and Buyer” and “Contracting Officer” means “Buyer's Authorized Procurement Representative”) (Applicable if the Contract involves hazardous materials).

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (“Contracting Officer” means “Government Contracting Officer and Buyer's Authorized Procurement Representative” and “Government” means “Government and Buyer”) (Applicable to work containing covered radioactive material).

52.225-1 BUY AMERICAN ACT- SUPPLIES (Applicable if the articles contain other than domestic components. In paragraph (c) substitute “Buyer's Authorized Procurement Representative” for “Contracting Officer.”) (Applicable if the work contains other than domestic components).

52.225-2 BUY AMERICAN ACT CERTIFICATE (Applicable if 52.225-1 applies. Substitute “Seller” for “Offeror”. Substitute “Buyer” for “Government”).

52.225-5 TRADE AGREEMENTS (Applicable if the articles contain other than U.S. made, designated country, Caribbean or NAFTA country end products) (Applicable if the Articles contain other than U.S. made, designated country, Caribbean or NAFTA country end products.)

52.225-8 DUTY FREE ENTRY (“Contracting Officer” means “Buyer's Authorized Procurement Representative”. Change “20” days to “30” days in (c)(1).) (Applicable if supplies will be imported into the Customs Territory of the U.S.)

52.227-3 PATENT INDEMNITY (“Government” means “Government or Buyer” and “Contracting Officer” means “Contracting Officer or Buyer's Authorized Procurement Representative”) (Applicable if FAR 52.227-1 is applicable to this Contract).

52.227-9 REFUND OF ROYALTIES (“Contracting Officer” means “Buyer's Authorized Procurement Representative” and “Government” means “Buyer”) (Applicable when reporting royalty exceeding \$250)

52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (Applicable if the Article or any patent application may cover classified subject matter.)

52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (Applicable if Seller is a small business concern or domestic nonprofit organization and this order is for experimental, developmental, or research work.)

52.227-13 PATENT RIGHTS—OWNERSHIP BY THE GOVERNMENT (Applicable 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.)

52.228-3 WORKERS' COMPENSATION INSURANCE (Defense Base Act) (Applicable if the requirements at FAR 28.309(a) applies to this Contract.)

52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (Applicable if the requirements as FAR 28.309(b) apply to this Contract.)

52.228-5 INSURANCE -WORK ON A GOVERNMENT INSTALLATION (Applicable if Articles performed on government installation.)

52.230-2 COST ACCOUNTING STANDARDS (Applicable to this Contract unless exempt by 48 CFR 9903)

52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING (Applicable if this Contract value is more than \$650,000 but less than \$50 million and the Seller is eligible for and elects to use modified CAS Coverage in accordance with FAR 30.201-4(b)(1).)

52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (Applicable if FAR 52.230-2 or FAR 52.230-3 applies.)

52.232-17 INTEREST (Seller shall indemnify Buyer for all interest assessed under this clause for Seller or its low-tier subcontractors' acts or omissions) (Applicable unless any of the categories specified in FAR 32.611(a) applies.)

52.233-3 PROTEST AFTER AWARD (If Buyer's customer has directed Buyer to stop performance under Prime Contract under FAR 33.1, Buyer may direct Seller in writing to stop performance of this Order by written notice to Seller; "Government" means "Buyer", and "Contracting Officer" means "Buyer's Authorized Procurement Representative").

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (Applicable if Articles performed on government installation.

52.245-1 GOVERNMENT PROPERTY ("Contractor" means "Seller". "Government" means "Buyer" except in phrases "Government Furnished Property" and "Government Property" and in references to title to property. In paragraphs (g), (j) and (j)(1), where "Government" means "Government" or "Buyer." "Contracting Officer" means "Buyer's Authorized Procurement Representative". The following is added as paragraph (n): Seller shall provide Buyer with immediate notice of any Government disapproval or Government withdrawal of approval or Government non acceptance of Seller's property control system.)

52.245-9 USE AND CHARGES ("Contractor" means "Seller". "Government" means "Buyer" except in phrases "Government Furnished Property" and "Government Property" and in references to title to property. "Government" means "Government and Buyer." "Contracting Officer" means "Contracting Officer and Buyer's Authorized Procurement Representative"

52.246-7 INSPECTION OF RESEARCH AND DEVELOPMENT-FIXED PRICE ("Contracting Officer" means "Buyer's Authorized Procurement Representative" and "Government" means "Government and Buyer" (except in paragraphs (d) and (f) where "Government" means "Buyer.")

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (Applicable if this Contract involves international air transportation.)

**B. The following DFARS clauses are applicable if this Order is placed under a Department of Defense Prime Contract and as indicated**

**1. The following DFARS clauses apply to this Contract**

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

252.204-7000 DISCLOSURE OF INFORMATION ("Contracting Officer" means "Buyer's Authorized Procurement Representative"; Change "45 days" to "60 days")

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES

252.225-7025 RESTRICTIONS ON ACQUISITION OF FORGINGS

252.225-7036 BUY AMERICAN ACT -- FREE TRADE AGREEMENTS -- BALANCE OF PAYMENTS PROGRAM.

252.227-7013 RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS-COMPUTER SOFTWARE

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (In paragraph (c)(1), "Government" means "Government and Buyer")

252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE ("Government" means "Buyer").

252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE ("Government" means "Government or Buyer.")

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (The terms "Contract" and "Subcontract" shall not change in meaning).



252.227-7030 TECHNICAL DATA – WITHHOLDING (“Government” means “Government and Buyer”; “Contracting Officer” means “Buyer’s Authorized Representative.”)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA

252.227-7039 PATENTS-REPORTING OF SUBJECT INVENTIONS

252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT MISSILES, AND SPACE LAUNCH VEHICLES (“Administrative Contracting Officer” means “Government Administrative Contracting Officer and Buyer’s Authorized Procurement Representative”)

252-231-7000 SUPPLEMENTAL COST PRINCIPLES

252.243-7001 PRICING OF CONTRACT MODIFICATIONS

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)

252.246-7001 WARRANTY OF DATA

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (“ACO” or “PCO” may also mean “Buyer’s Authorized Procurement Representative.”)

252.247-7003 PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (In paragraph (g), delete reference to Prompt Payment clause. “Contracting Officer” means “Buyer’s Authorized Procurement Representative”, except in paragraph (e) where it shall mean the “Government Contracting Officer but a copy of the bill of lading shall be provided to the Buyer’s Authorized Procurement Representative”.)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (“Contracting Officer” means “Buyer’s Authorized Procurement Representative”)

**2. The following DFARS clauses(s) apply to this contract if the value of this Contract is equal to or exceeds \$150,000**

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES (The definition of “contract”, “contractor” and “subcontract” are not modified in paragraphs (a)-(d) of this clause. “Contracting Officer” means “Buyer’s Authorized Procurement Representative.” Delete paragraph (g)).

**3. The following DFARS clause(s) apply to this Contract if the value of this Contract equals or exceeds \$500,000**

225.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS

**4. The following DFARS clause(s) apply to this Contract if the value of the Contract equals or exceeds \$650,000**

252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Delete subparagraph (d)(1) and the first five words of subparagraph (d)(2). “Contracting Officer” means “Buyer’s Authorized Procurement Representative”).

**5. The following DFARS clause(s) apply to this Contract if the value of this Contract equals or exceeds \$1,000,000**

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS. Seller, by accepting the Order or any long-term contract from Buyer or performing against such Order or contract, hereby certifies compliance with this clause (Applicable for all Orders or contracts issued after February 17, 2010 utilizing funds appropriated by the Fiscal Year 2010 Defense Appropriations Act)

**6. The following DFARS clause(s) apply to this Contract if the value of this Contract equals or exceeds \$1,500,000**

252.211-7000 ACQUISITION STREAMLINING (“Government” means “Buyer”).

**7. The following DFARS clauses apply to this Contract only if the stipulation in the relevant parenthetical applies**

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (Applicable if the FAR clause 52.203-13 is included in the Order)

252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (Applicable in lieu of FAR 52.203-14 unless the Order is for the acquisition of a commercial item or will be performed entirely outside of the United States, and the contract value exceeds \$5 million.)

252.204-7008 EXPORT-CONTROLLED ITEMS (Applicable if the Seller expects or involves access to or generation of export-controlled items)

252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (Applicable if the Article contains precious metals)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (Applicable if item identification or valuation is required in accordance with DFARS 211.274-2 and 211.274-3. Alternate I applies if an exception at 211.274-2(b) applies or if items are to be delivered to the government and none of the criteria for placing a unique item identification mark applies.)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (Applicable if FAR 52.245-1 applies to Order.)

252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (Applicable if contract includes DFARS 252.211-7003 and requires the Seller to mark major end items.)

252.215-7000 PRICING ADJUSTMENTS (Applicable if FAR 52.215-12 or 52.215-13 applies to this contract.)

252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (Applicable if Order is awarded on the basis of certified cost or pricing data.)

252.215-7008 ONLY ONE OFFER (Applicable unless an exception at DFARS 215.371-4(a)(1) applies)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (Applicable if paragraph (g)) Small Business Subcontracting Plan FAR 52.219-9 applies to this contract) (delete paragraph (g))

252.223-7001 HAZARD WARNING LABELS (Applicable if the Seller will be providing hazardous materials or the Article contains hazardous materials.)

252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (Applicable if articles furnished under this Order contain ammunition or explosives as defined in this clause. “Contracting Officer” means “Government Contracting Officer or Buyer”; Government” means “Government and Buyer”)

252.223-7003 CHANGE IN PLACE OF PERFORMANCE – AMMUNITION AND EXPLOSIVES (Applicable if DFARS 252.223-7002 applies to this Order. “Contracting Officer” means “Buyer’s Authorized Procurement Representative” and “Government” means “Government and Buyer”)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS with its Alt I. (“Government” means “Government and Buyer”) (Applicable if the Seller requires or may require or permits its subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in this clause.)

252.225-7008 RESTRICTION ON ACQUISITIONS OF SPECIALTY METALS (Applicable if Articles provided under this Contract contains specialty metals.)

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applicable, except for paragraph (d), if Articles provided under this Contract contains specialty metals.)

252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE – SPECIALTY METALS COMPLIANCE CERTIFICATE (Applicable if DFARS Clause 252.225-7009 is applicable and commercial derivative military Articles will be delivered under this Contract.)

252.225-7013 DUTY-FREE ENTRY (Applicable if the requirements of this clause apply to the Contract at subsection (j)(1), (2) or (3).)

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Restriction in paragraph (b) of this clause does not apply to ball or roller bearings that are acquired as- (1) Commercial components of a noncommercial end product; or (2) Commercial or noncommercial components of a commercial component of a noncommercial end product.)

252.225-7021 TRADE AGREEMENTS (Applicable if the articles contain other than domestic components. Applicable in lieu of FAR 52.225-1 and FAR 52.225-5)

252.225-7043 ANTITERRORISM / FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE U.S. (Applicable if Seller will be performing outside the U.S. for this Order)

252.235-7003 FREQUENCY AUTHORIZATION (“Contracting Officer” means “Buyer’s Authorized Procurement Representative”) (Applicable if this Contract requires the development, production, construction, testing or operation of a device for which a radio frequency authorization is required.)

252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (Applicable if this Order requires securing telecommunications).

252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (Applicable if FAR 52.245-1 applies to this Order.)

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (Applicable if FAR 52.245-1 applies to this Order.)



252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (Applicable if FAR 52.245-1 applies to this Order.)

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (Applicable if FAR 52.245-1 applies to this Order.)

**Section 4 – COMMERCIAL ITEMS SUPPORTING ORDERS CONTAINING A U.S. GOVERNMENT PRIME CONTRACT NUMBER**

If an Order(s) contains a U.S. Government Prime Contract Number and if the Buyer has determined that the Article(s) supplied by Seller is/are *Commercial Item(s)* then following FAR and DFARS Clauses are applicable.

**A. The following FAR clauses are applicable as identified below**

**1. The following FAR clauses apply to this Contract**

52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (Substitute “Buyer’s Procurement Representative” for “Contracting Officer,” “Administrative Contracting Officer,” and “ACO” throughout this clause.)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (Substitute “Buyer’s Procurement Representative” for “Contracting Officer,” “Administrative Contracting Officer,” and “ACO” throughout this clause.)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS

52.222-21 PROHIBITION OF SEGREGATED FACILITIES

52.222-26 EQUAL OPPORTUNITY (Only subparagraphs (c)(1)-(11) apply.)

52.222-50 COMBATING TRAFFICKING IN PERSONS (“Government” means “Government and Buyer” and “Contracting Officer” means “Buyer’s Authorized Procurement Representative”)

52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (In (c)(1), “subcontractor” means “Seller”)

**2. The following FAR clause(s) apply to this Contract if the value of this Contract exceeds \$10,000**

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

**3. The following FAR clause(s) apply to this Contract if the value of this Contract exceeds \$15,000**

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

**4. The following FAR clause(s) apply to this Contract if the value of this Contract is equal to or exceeds \$100,000**

52.222-35 EQUAL OPPORTUNITY FOR VETERANS

**5. The following FAR clause(s) apply to this Contract if the value of this Contract is equal to or exceeds \$650,000**

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Applicable if the Seller is not a small business. In subparagraph (c) only, substitute “Buyer’s Procurement Representative” for “Contracting Officer,” “Administrative Contracting Officer,” and “ACO.” The Seller’s subcontracting plan is incorporated herein by reference.)

**6. The following FAR clause(s) apply to this Contract if the value of this Contract exceeds \$5,000,000 and the period of performance is more than 120 days**

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (By signing a contract or performing against a contract in which FAR 52.203-13 is applicable: Seller hereby certifies that it will comply with all elements of FAR 52.203-13 including timely disclosure, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, and the cognizant Buyer Procurement Representative whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, Seller has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed-

(1) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity

violations found in Title 18 of the United States Code; or

(2) A violation of the civil False Claims Act (31 U.S.C. 3729-3733). Seller also certifies that, within 30 days of signing a contract or performing against a contract in which FAR 52.203-13 is applicable, Seller will establish a written code of business ethics and conduct and will make a copy of the code available to each employee engaged in performance of the contract. Paragraph (c) of this clause does not apply if Seller has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101.)

#### **7. The following FAR clauses apply as indicated**

52.204-2 SECURITY REQUIREMENTS (Applicable if work requires access to classified information. Delete paragraph c of the clause.)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (Applicable if Seller meets the criteria in subparagraph (c)(3) and not exempt under subparagraph (d)(2). Seller shall provide Buyer's Authorized Procurement Representative the information required under subparagraphs (c)(1) and (3). Buyer advises Seller that the required information will be made available to the public as required by this clause.)

52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT--REPORTING (Applicable if the work is funded in whole or in part with Recovery Act funds.) For Contract valued at less than \$25,000 or if Seller is an individual, or contracts awarded to Seller that in the previous tax year had gross income under \$300,000, Seller shall only report the aggregate number of such contracts awarded in the quarter and their aggregate total dollar amount. If Seller is not an individual, and in the previous tax year, Seller had gross income of \$300,000 or more, Seller shall promptly upon receipt of the contract provide Buyer's Authorized Procurement Representative the information described in subparagraphs (i), (ix), (x), (xi), and (xii) of paragraph (d) (10) of FAR 52.204-11. Buyer advises Seller that the information will be made available to the public as required by Section 1512 of the Recovery Act.)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (Applicable only if so identified as a "Rated Order").

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES ("Administrative Contracting Officer" and

"ACO" mean "Buyer's Authorized Procurement Representative".) (If this Contract meets the applicability requirements of FAR 15.408(k))

52.222-41 SERVICES CONTRACT ACT OF 1965, AS AMENDED (Applicable if this Contract is subject to the Service Contract Act. The clause does not apply if this Contract 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.)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (Applicable to: (1) subcontracts for commercial or non-commercial services except for commercial services that are part of the purchase of COTS item(s) or items that may be COTS item(s) but with minor modifications; (2) have a value of more than \$3000; and, (3) include work performed in the U.S.)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (Applicable to Articles that contain radioactive material).

52.223-11 OZONE-DEPLETING SUBSTANCES (Applicable if the Articles were manufactured with or contain ozone-depleting substances.)

52.225-1 BUY AMERICAN ACT-SUPPLIES (Applicable if this Contract requires furnishing of Articles containing other than domestic components. Component test of the Buy American Act is waived for an end product that is a COTS item)

52.225-5 TRADE AGREEMENTS (Applicable if the Articles contain other than U.S. made, designated country, Caribbean or NAFTA country end products.)

52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (Applicable only if existing computer software is to be delivered under this Order).

52.245-1 GOVERNMENT PROPERTY (Applicable if Government property is furnished in the performance of this Contract. Substitute "Buyer" for "Government" or "United States" as applicable throughout this clause, except in the phrases "Government property," "Government-furnished property," and in references to title to property. Substitute "Buyer Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause. The following is added as paragraph (n): "CONTRACTOR shall provide to Buyer immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system.")

**B. The following DFARS clauses are applicable if this Order is placed under a Department of Defense Prime Contract and if the stipulation in the relevant parenthetical applies**

252.204-7008 EXPORT-CONTROLLED ITEMS (Applicable if the Seller expects or involves access to or generation of export-controlled items)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (Applicable if FAR 52.212-5 applies to the Order.)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (Applicable if FAR 52.219-9 applies to this Contract.)

252.223-7001 HAZARD WARNING LABELS (Applicable if this Contract requires the delivery of hazardous materials.)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (Applicable if the Articles contain other than domestic components. Applicable in lieu of FAR 52.225-1 and FAR 52.225-5. Component test of the Buy American Act is waived for an end product that is a COTS item.)

252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (Applicable if this Contract equals or exceeds \$650,000 and Seller is a first-tier subcontractor on a prime contract.)

252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (If item is covered by the United States Munitions List)

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (Applicable if Articles provided under this Contract contains specialty metals)

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applicable, except for paragraph (d), if Articles provided under this Contract contains specialty metals.)

252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE - SPECIALTY METALS COMPLIANCE CERTIFICATE. (Applicable if DFARS Clause 252.225-7009 is applicable and commercial derivative military Articles will be delivered under this Contract)

252.225-7021 TRADE AGREEMENTS (Applicable if Articles contain other than domestic components. Applicable in lieu of FAR 52.225-1 and 52.225-5)

252.225-7036 BUY AMERICAN ACT -- FREE TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM. (Applicable if the Articles contain other than domestic components.)

252.225-7047 EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT (Applicable if DFARS 252.204-7008 also applies to the Order.)

252.227-7015 TECHNICAL DATA - COMMERCIAL ITEMS (Applicable only if technical data is to be delivered under this Contract. Insert “and Buyer” after “Government” or “Contracting Officer,” as appropriate, throughout this clause.)

252.242-7005 CONTRACTOR BUSINESS SYSTEMS (Applicable if this Order is a “covered contract” as defined in DFARS 242.7000(a) and includes any of the following DFARS clauses: 252.215-7002, 252.234-7002, 252.242-7004, 252.242-7006, 252.244-7001, or 252.245-7003.)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Applicable if this Contract meets the criteria set forth in subparagraph (b)(2) of the clause. In the first sentence of paragraph (g), insert a period after “Contractor” and delete the balance of the sentence. Paragraphs (f) and (g) shall not apply if this Contract is at or below \$150,000. Substitute “Buyer” for “Government” or “United States” as applicable throughout this clause, except for paragraph (c). Substitute “Buyer Procurement Representative” for “Contracting Officer,” “Administrative Contracting Officer,” and “ACO” throughout this clause, except for paragraph (c).)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (Applicable if this Contract meets the criteria set forth in subparagraph (b) (2) (ii) of the clause. Substitute “Buyer Procurement Representative” for “Contracting Officer,” “Administrative Contracting Officer,” and “ACO” throughout this clause.)

252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Applicable if this Contract equals or exceeds \$650,000. Substitute “Buyer Procurement Representative” for “Contracting Officer,” “Administrative Contracting Officer,” and “ACO” throughout this clause. Delete subparagraph (d)(1) and the first five words of subparagraph (d) (2).)