



## SUPPLEMENTAL PURCHASE ORDER PROVISIONS UNDER U.S. GOVERNMENT CONTRACTS

**ADDITIONAL GOVERNMENT PROVISIONS.** If the face of this order indicates that it is placed under a Government prime or higher-tier subcontract or Purchase Order, or it does not indicate that it is placed under a commercial contract, the following provisions are applicable to this order to the extent provided herein. As used therein, "FAR" shall mean the Federal Acquisition Regulation, "DFARS" shall mean the Department of Defense Supplement to the Federal Acquisition Regulation, "NASA" shall mean the National Aeronautics and Space Administration, "NASAFARS" shall mean the NASA Supplement to the Federal Acquisition Regulations, "NAVAIR" shall mean Naval Air Systems Command, "DOE" shall mean the Department of Energy, "DEAR" shall mean the DOE supplement to the Federal Acquisition Regulations, "DOT" shall mean the Department of Transportation, "TAR" shall mean the DOT Supplement to the Federal Acquisition Regulations, "AFFAR SUP" shall mean the Air Force FAR Supplement, and the "AFMCFAR SUP" shall mean the Air Force Materiel Command FAR Supplement. Government contract clauses incorporated by reference are those in effect on the date the latest Government prime contract under which this order is issued; however, if Buyer does not enter into a contract with its customer until after the date of this order, such clauses are those in effect on the date of this order and Seller agrees to comply with any revised versions of the Government contract clauses cited that are set forth in Buyer's contract with its customer. The Government clauses are the FAR and DFARS clauses cited unless the Government contract number on the face of this order indicates that this order is placed under a NASA, DOE or DOT prime or higher-tier subcontract, in which event the FAR and NASAFARS, DEAR or TAR clauses indicated below, respectively, are applicable. In all such cases, unless otherwise specified, "this contract" shall mean this order, "Contractor" shall mean Seller, "Contracting Officer" shall mean Buyer, "Government" shall include Buyer to the extent necessary to enable Buyer to administer this order and to perform its obligations under its Government prime contract or higher-tier subcontract, and "subcontract(s)" and "subcontractor(s)" shall mean Seller's lower-tier subcontract(s) and subcontractor(s), respectively.

### A. FAR CONTRACT CLAUSES

The following FAR Provisions are incorporated herein by reference as applicable unless otherwise stated on the face of this purchase order:

<u>Clause Title</u>	<u>FAR Reference</u>	<u>Applicability</u>
Covenant Against Contingent Fees	52.203-5	All
Restrictions on Subcontractor Sales to the Government	52.203-6	If the value of this order is \$150,000 or more
Anti-Kickback Procedures	52.203-7	If the value of this order is \$150,000 or more
Limitation on Payments to Influence Certain Federal	52.203-12	If value of this order is \$150,000 or more
Contractor Code of Business Ethics and Conduct Transactions	52.203-13	If value of this order is \$5,500,000 or more
Display of Hotline Poster(s)	52.203-14	If order exceeds \$5.5 million, not for commercial items, and not performed entirely outside the United States.
Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	52.203-15	All subcontracts funded in whole or part with Recovery Act funds.
Preventing Personal Conflicts of Interest	52.203-16	If value of this order is \$150,000 or more
Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	52.203-17	If value of this order is \$150,000 or more
Security Requirements	52.204-2	If this order involves access to classified information
Personal Identity Verification of Contractor Personnel	52.204-9	All
Reporting Executive Compensation and First Tier Subcontracting Awards	52.204-10	If value of this order is \$30,000 or more
Basic Safeguarding of Covered Contractor Information Systems	52.204-21	All
Required Sources for Helium and Helium Usage Data	52.208-8	If this order involves a major helium requirement.
Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	52.209-6	If value of this order is \$35,000 or more and not for COTS Items
Material Requirements	52.211-5	All

Defense Priority and Allocation Requirements	52.211-15	If this order is placed under a DOD prime or subcontract
Audit and Records – Negotiation	52.215-2	If the order exceeds the simplified acquisition threshold an is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-re-determinable type
Subcontractor Certified Cost or Pricing Data	52.215-12	If this order exceeds the threshold for submission of certified cost or pricing Data at FAR 15.403
Subcontractor Certified Cost or Pricing Data—Modifications	52.215-13	In orders exceeding \$750,000
Integrity of Unit Prices	52.215-14 Alternate 1	If value of this order is \$150,000, not applicable to commercial items and petroleum products
Pension Adjustments and Asset Reversions	52.215-15	In orders exceeding \$750,000
Waiver of Facilities Capital Cost of Money	52.215-17	All
Limitations on Pass-Through Charges	52.215-23	In subcontracts that exceed \$750,000
Utilization of Small Business Concerns	52.219-8	All
Convict Labor	52.222-3	All
Contract Work Hours and Safety Standards — Overtime Compensation	52.222-4	All
Subcontracts (Labor Standards)	52.222-11	In all Fixed-Price Construction Subcontracts
Walsh-Healey Public Contracts Act	52.222-20	If value of this order is \$10,000 or more
Prohibition of Segregated Facilities	52.222-21	All
Affirmative Action Compliance Requirements for Construction	52.222-27	In orders exceeding \$10,000
Equal Opportunity	52.222-26	All
Affirmative Action for Disabled Veterans and Veterans Of the Vietnam Era	52.222-35	If value of this order is \$150,000 or more
Affirmative Action for Workers with Disabilities	52.222-36	If value of this order is \$15,000 or more
Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	52.222-37	If value of this order is \$150,000 or more
Notification of Employee Rights Under the National Labor Relations Act	52.222-40	If value of this order is \$10,000 or more
Combating Trafficking in Persons	52.222-50 & Alternate 1	All
Employment Eligibility Verification	52.222-54	In orders exceeding \$3,500
Minimum Wages Under Executive Order 13658	52.222-55	All
Hazardous Material Identification and Material Safety Data	52.223-3 & Alternate 1	All
Notice of Radioactive Materials	52.223-7	All
Encouraging Contractor Policies to Ban Text Messaging While Driving	52.223-18	If value of this order is \$3,500 or more
Privacy Training	52.224-3	If subcontractor employees will: (1) Have access to a system of records; (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information, or (3) Design, develop, maintain, or operate a system of records.
Buy American Act – Balance of Payments Program - Supplies	52.225-1	All orders where the items being procured will be delivered as end items to the U.S. Government

Buy American Act – Trade Agreements	52.225-5	All orders where the items being procured will be delivered as end items to the U.S. Government
Restrictions on Certain Foreign Purchases	52.225-13	All
Sanctioned European Union Country End Products	52.225-15	All orders where the items being procured will be delivered as end items to the U.S. Government
Sanctioned European Union Country Services	52.225-16	All orders where the items being procured will be delivered as end items to the U.S. Government
Authorization and Consent	52.227-1 & Alternate I	All
Notice and Assistance Regarding Patent and	52.227-2	All
Refund of Royalties	52.227-9	Orders in which the amount of royalties exceeds \$250
Filing of Patent Applications – Classified Subject Matter	52.227-10	All orders that cover or are likely to cover classified subject matter
Patent Rights – Ownership by the Contractor	52.227-11	Orders for experimental, developmental or research work to be performed by a Small business concern or nonprofit organization
Patent Rights – Ownership by the Government	52.227-13	Orders for experimental, developmental or research and Seller is not located in The U.S. or does not have a place of business in the U.S., or is subject to the Control of a foreign government
Rights in Data – General	52.227-14	All
Workers' Compensation Insurance (Defense Base Act)	52.228-3	If the Defense Base Act (42 U.S.C. 1651 et seq.) applies
Workers' Compensation and War-Hazard Insurance	52.228-4	If the Defense Base Act (42 U.S.C. 1651 et seq.) applies
Insurance – Work on a Government Installation	52.228-5	If this order involves work on a Government installation
Federal, State, and Local Taxes	52.229-3	All
State of New Mexico Gross Receipts and Compensating Tax	52.229-10	Cost reimbursement orders for services to be performed in whole or in part within the state of New Mexico
Interest	52.232-17	All
Providing Accelerated Payments to Small Business Subcontractors	52.323-40	All
Protest after Award	52.233-3	All
Industrial Resources Developed Under Defense Production Act Title III	52.234-1	All
Accident Prevention	52.236-13	All
Restrictions on Severance Payments to Foreign Nationals	52.237-8	If this order is to be performed outside the United States
Changes – Fixed Price	52.243-1	All
Change Order Accounting	52.243-6	All
Subcontracts for Commercial Items	52.244-6	All
Government Property (Fixed-Price Contracts)	52.245-1	All
Higher-Level Contract Quality Requirement	52.246-11	If for critical and complex items or when the technical requirements of a sub-contract require (i) control of such things as design, work operations, in-process control, testing and inspection; or (ii) attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.
Preference for U.S.-Flag Air Carriers	52.247-63	If this order involves international air transportation

Preference for Privately Owned U.S.-Flag Commercial Vessels	52.247-64 & Alternate 1	If this order involves international ocean transportation
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### **B. DFARS CONTRACT CLAUSES**

The following DFARS Provisions are incorporated herein by reference as applicable unless otherwise stated on the face of this purchase order:

<b><u>Clause Title</u></b>	<b><u>DFARS Reference</u></b>	<b><u>Applicability</u></b>
Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies	252.203-7001	All
Requirement to Inform Employees of Whistleblower Rights	252.203-7002	All
Display of Hotline Posters	252.203-7004	In orders exceeding \$5,500,000 except when for acquisition of a commercial item or is performed entirely outside of the US
Disclosure of Information	252.204-7000	All
Control of Government Personnel Work Product	252.204-7003	All
Compliance with Safeguarding Covered Defense Information Controls	252.204-7008	Controlled technical information, covered contractor information system, and covered defense information as defined in clause 252.204-7012.
Safeguarding Covered Defense Information and Cyber Incident Reporting	252.204-7012	All
Disclosure of Information to Litigation Support Contractors	252.204-7015	All
Intent to Furnish Precious Metals as Government-Furnished Material	252.208-7000	If order is issued in performance of a contract containing this clause unless the item(s) being purchased contains no precious metals
Item Unique Identification and Valuation	252.211-7003	If work contains UID
Pricing Adjustments	252.215-7000	All
Restrictions on Employment of Personnel	252.222-7000	All
Safety Precautions for Ammunition and Explosives	252.223-7002	If order involves ammunition or explosives.
Prohibition on Storage and Disposal of Toxic and Hazardous Materials	252.223-7006 & Alternate 1	If this order requires, may require, or permits Seller to treat or dispose of non-DOD-owned toxic or hazardous materials
Prohibition of Hexavalent Chromium	252.223-7008	If this order is for supplies, maintenance and repair services, or construction materials
Buy American Act and Balance of Payments Program	252.225-7001	All
Qualifying Country Sources as Subcontractors	252.225-7002	All
Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	252.225-7007	If items are covered by the United States Munitions List
Restriction on Acquisition of Certain Articles Containing Specialty Metals	252.225-7009	If items contain specialty metals
Duty Free Entry – Additional Provisions	252.225-7010	All
Preference for Certain Domestic Commodities	252.225-7012	All
Duty Free Entry	252.225-7013	If this order is for qualifying country components; or nonqualifying country Components for which the Seller estimates that duty will exceed \$200.00 per unit
Preference for Domestic Hand or Measuring Tools	252.225-7015	If hand or measuring tools will be delivered under this order
Restriction on Acquisition of Ball and Roller Bearings	252.225-7016	All; Except commercial items; or items that do not contain ball or roller bearings

Trade Agreements	252.225-7021	All
Restriction on Acquisition or Forgings	252.225-7025	If this order is for forging items or for other items that contain forging items
Exclusionary Policies and Practices of Foreign Governments	252.225-7028	All
Waiver of United Kingdom Levies	252.225-7033	If a lower-tier subcontract exceeding \$1 million with a U.K. firm is anticipated
Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	252.225-7040	If subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States
Antiterrorism/Force Protection for Defense Contractors Outside the United States	252.225-7043	If performing or traveling outside the United States under this order.
Export-Controlled Items	252.225-7048	All
Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	252.226-7001	If the value of this order is \$500,000 or more
Rights in Technical Data – Noncommercial Items	252.227-7013	If this order includes delivery of technical data for a noncommercial item, Component or process
Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	252.227-7014	If this order includes delivery of noncommercial software and related data
Technical Data – Commercial Items	252.227-7015	If this order includes delivery of technical data for a commercial item, component, or process
Rights in Bid or Proposal Information	252.227-7016	If this order includes delivery of technical data or computer software
Identification and Assertion of Use, Release, or Disclosure Restrictions	252.227-7017	If this order includes delivery of technical data or software
Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program	252.227-7018	If any noncommercial technical data or computer software is to be obtained for delivery to the Government under this order.
Validation of Asserted Restrictions – Computer Software	252.227-7019	If this order includes delivery of software
Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	252.227-7025	If this order includes delivery of technical data or software
Deferred Delivery of Technical Data or Computer Software	252.227-7026	If this order includes delivery of technical data or software
Deferred Ordering of Technical Data of Computer Software	252.227-7027	If this order includes delivery of technical data or software
Technical Data or Computer Software Previously Delivered to the Government	252.227-7028	If this order includes delivery of technical data or software
Rights in Shop Drawings	252.227-7033	All
Declaration of Technical Data Conformity	252.227-7036	If this order includes delivery of technical data
Validation of Restrictive Markings on Technical Data	252.227-7037	If this order includes delivery of technical data
Patent Rights – Ownership by the Contractor (Large Business)	252.227-7038	If for experimental, developmental or research work
Ground and Flight Risk	252.228-7001	All
Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	252.228-7005	All



Reporting of Foreign Taxes – U.S. Assistance Programs	252.229-7011	If order is for commodities exceeds \$500.00 and is funded with U.S. assistance appropriations provided in the annual foreign operations appropriations act
Supplemental Cost Principles	252.231-7000	All
Frequency Authorization	252.235-7003	If order requires the development, production, construction, testing or operation of a device for which a radio frequency authorization is required
Telecommunications Security Equipment, Devices	252.239-7016	If order requires securing communications
Material Management and Accounting System	252.242-7004	If Seller meets the requirements of this clause
Engineering Change Proposals	252.243-7000	All
Subcontracts for Commercial Items	252.244-7000	All
Warranty of Data	252.246-7001	All
Notification of Potential Safety Issues	252.246-7003	If order is for critical safety items; systems and subsystems, assemblies, and Subsystems integral to a system; or repair, maintenance, logistics support, or Overhaul services for systems and subsystems, assemblies, subassemblies, and Parts integral to a system
Contractor Counterfeit Electronic Part Detection And Avoidance System	252.246-7007	If this order is for commercial items, for electronic parts or assemblies containing electronic parts
Sources of Electronic Parts	252.246-7008	If the order is for commercial items that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.
Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer	252.247-7003	If order is for commercial items with motor carriers, brokers, or freight forwarders
Transportation of Supplies by Sea	252.247-7023	All
Notification of Transportation of Supplies by Sea	252.247-7024	All
Notification of Anticipated Contract Termination or Reduction	252.249-7002	If order is \$700,000 or more and PCI is notified of an anticipated contract termination, PCI will provide notification to first-tier subcontractors who will be required to: (i) Provide notice to each of its sub-contractors with order values of \$150,000 or more; and (ii) Impose notice and this flowdown requirement to its sub-contractors with orders of \$150,000 or more.

### **C. NAVAIR CONTRACT CLAUSES**

The following NAVAIR Provisions are incorporated herein by reference as applicable unless otherwise stated on the face of this purchase order:

<b><u>Clause Title</u></b>	<b><u>NAVAIR Reference</u></b>	<b><u>Applicability</u></b>
Disclosure of Contract Information (NAVAIR)	5252.204-9504	If this order is issued under a NAVAIR prime contract

**D. INDEMNIFICATIONS.** Seller agrees to indemnify and save Buyer harmless from and against any loss, damage, liability of expenses caused by any failure of Seller or Seller's lower-tier subcontractors or vendors to comply with any of the foregoing provisions.

**E. CERTIFICATION OF CLAIMS.** Seller shall provide a certification of any claim or request for adjustment submitted by it that forms the basis of a claim or request for adjustment submitted to the Government or Buyer's customer by the Buyer. Seller's certification shall be in the form and signed by the appropriate official of the Seller as set forth in the "Disputes" clause, FAR 52.233-1, as directed by the Buyer. Seller shall provide such certification upon request by the Buyer for any such claim or request for adjustment regardless of the value thereof. Seller shall indemnify and hold harmless the Buyer for any liability or reduction in Buyer's claim or request for adjustment to its customer resulting from any false or fraudulent statement or certification submitted by Seller in connection with this order.

### **F. PROCUREMENT CERTIFICATIONS**

1. By acceptance and performance of this order, Seller shall submit the certification required in paragraph (b) of FAR 52.203-11, "Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions", for all procurements valued at \$100,000 or more.



2. By acceptance and performance of this order, Seller certifies that, except as previously disclosed in writing to Buyer's Purchasing Representative executing this order, neither Seller or its principals is presently debarred, suspended, or under consideration for debarment by the Federal Government (reference FAR 52.209-5).

3. If any of the above certifications shall cease to be correct and accurate at any time during performance of this order, Seller shall immediately notify the Buyer's Purchasing Representative having cognizance over this order. Seller agrees that any failure to accurately certify or any adverse change in such certification shall be grounds for terminating this order for Seller's default. Seller agrees to indemnify and hold harmless Buyer for any losses, damages, fines or penalties imposed as the result of any of the above certifications being false.

**G. APPLICABILITY OF FEDERAL PROCUREMENT LAW.** This order shall be governed by and construed in accordance with the laws of U. S. Government contracts as set forth by statute and applicable regulations, and by decisions by appropriate courts and Boards of Contract Appeals. To the extent that the laws referred to in the foregoing sentence is not determinative of an issue arising out of the provisions of this order, recourse shall be by the law of the state wherein Buyer's place of business issuing this order is located.