

PO Terms - U.S. FAR/DFARS Clause Flow-Downs for U.S. Government Contracts

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The FAR and DFAR clause cited below, where applicable by their terms, are incorporated herein by reference as if set forth in full text. The full text of all clauses incorporated by reference is available at <http://www.acquisition.gov/>. The effective version of each FAR or DFAR clause shall be the same version as that which appears in Buyer's prime contract, or higher-tier subcontract under which this Agreement is a subcontract.

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).

General Terms and Conditions for Supply and Services Subcontracts: U.S. Government Contract Provisions from the Federal Acquisition Regulation (FAR) and the Department of Defense Federal Acquisition Regulation Supplement (DFARS).

General information:

1. When the materials or products furnished are for use in connection with a U.S. Government contract or subcontract, in addition to ADCO's General Terms and Conditions, the following provisions shall apply, as required by the terms of the prime contract, or by operation of law or regulation. Otherwise, ADCO's General Terms and Conditions shall govern in the event of a conflict between these FAR and DFARS provisions and ADCO's General Provisions.
2. When the materials or products furnished are for use in connection with a U.S. Government contract or subcontract, in addition to ADCO's General Terms and Conditions, the following provisions shall apply, as required by the terms of the prime contract, or by operation of law or regulation. Otherwise, ADCO's General Terms and Conditions shall govern in the event of a conflict between these FAR and DFARS provisions and ADCO's General Provisions.
3. Clauses in this document may not be applicable to specific orders due to the type of subcontract/purchase order to be issued, dollar thresholds under requirements of the FAR, DFARS or Public Law or Mandatory Flow Down requirements of a particular prime contract. Clauses that are not applicable are deemed self-deleting, shall not be removed from this document, and will be considered by all parties to be without force and effect. It is the Seller's obligation to contact ADCO regarding any confusion, ambiguity, or questions the Seller may have regarding applicability of the following clauses.

A. APPLICABLE TO ALL ORDERS:

1. The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement between ADCO and the Seller where the end customer is the United States Government:

No.	Title of Provision	FAR Clause
1.	Definitions	52.202-1
2.	Security Requirements	52.204-2
3.	Personal Identify Verification of Contractor Personnel	52.204-9
4.	Contract Reporting Requirements (subject to the thresholds and contracts types specified in FAR 4.1703)	52.204-14
5.	Contract Reporting Requirements for Indefinite Delivery Contracts (subject to the thresholds and contract specified in FAR 4.1703)	52.204-15
6.	Qualification Requirements	52.211-5
7.	Contract Terms and Conditions - Unique Standards	52.211-7
8.	Defense Priorities and Allocation System (DPAS) Requirements	52.211-15
9.	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (DEVIATION) (includes all Statutes or Orders	52.212-5

	issued)	
10.	Terms and Conditions – Simplified Acquisitions (other than Commercial items)	52.213-4
11.	Small Business Program Representations	52.219-1
12.	Post –Award Small Business Program Representation (over \$3000)	52.219-28
13.	Notice to the Government of Labor Disputes	52.222-1
14.	Convict Labor	52.222-3
15.	Child Labor – Cooperation with Authorities and Remedies	52.222-19
16.	Service Contract Act of 1965, as Amended	52.222-41
17.	Combating Trafficking in Persons	52.222-50
18.	Employment Eligibility Verification	52.222-54
19.	Hazardous Material Identification and Material Safety Data – “Government” means “Government and Buyer”	52.223-3
20.	Notice of Radioactive Materials	52.223-7
21.	Ozone Depleting Substances	52.223-11
22.	Energy Efficiency in Energy-Consuming Products	52.223-15
23.	IEEE 1680 Standard for the Environmental Assessment of personal Computer Products	52.223-16
24.	Contractor Policy to Ban Text Messaging While Driving	52.223-18
25.	Privacy Act	52.224-2
26.	Buy American Act – Supplies	52.225-1
27.	Buy American Act Certificate	52.225-2
28.	Trade Agreement	52.225-5
29.	Trade Agreements – Certificate	52.225-6
30.	Duty-Free Entry	52.225-8
31.	Restrictions on Certain Foreign Purchases	52.225-13
32.	Place of Manufacturer (applicable to solicitations)	52.225-18
33.	Contractors Performing Private Security Functions Outside the United States	52.225-26
34.	Authorization and Consent – Alternate I	52.227-1
35.	Royalty Information	52.227-6
36.	Additional Data Requirements	52.227-16
37.	Refund of Royalties	52.227-9
38.	Filing of Patent Applications – Classified Subject Matter	52.227-10
39.	Patent Rights – Ownership by the Contractor	52.227-11
40.	Rights in Data – General	52.227-14
41.	Commercial Computer Software License	52.227-19
42.	Workers Compensation Insurance (Defense Base Act)	52.228-3
43.	Workers Compensation and War-Hazard Insurance Overseas	52.228-4
44.	Insurance – Work on a Government Installation	52.228-5
45.	Limitation on the Withholding of Payments	52.232-9
46.	Progress Payments	52.232-16
47.	Performance-based Payments	52.232-32
48.	Unenforceability of Unauthorized Obligations	52.232-39
49.	Protest After Award	52.233-3
50.	Applicable Law for Breach of Contract Claim	52.233-4
51.	Industrial Resources Developed Under Defense Production Act Title III	52.234-1
52.	Accident Prevention	52.236-13
53.	Protection of Government Buildings, Equipment, and Vegetation	52.237-2
54.	Privacy or Security Safeguards	52.239-1
55.	Stop Work Order	52.242-15
56.	Government Delay of Work	52.242-17
57.	Changes – Fixed Price Contracts	52.243-1
58.	Competition in Subcontracting	52.244-5

59.	Subcontracts for Commercial Items	52.244-6
60.	Government Property (or Alt I or Alt II, the Buyer shall so specify. If the Buyer does not Specify the requirement will default to the basic clause)	52.245-1
61.	Government Property Installation Operation Services	52.245-2
62.	Use and Charges	52.245-9
63.	Preference for U.S. – Flag Air Carriers	52.247-63
64.	Preference for Privately Owned U.S. – Flag Commercial Vessels	52.247-64
65.	Termination for Convenience of the Government (Fixed-Price) (Short Form)	52.249-1
66.	Computer Generated Form	52.253-1

2.

3. The following DFARS clauses apply to all contracts, purchase orders, delivery orders, or any agreement between ADCO and the Seller where the end customer is any agency within the United States Department of Defense:

No.	Title of Provision	DFARS Clause
1.	Requirement to Inform Employees of Whistleblower Rights	252.203-7002
2.	Disclosure of Information	252.204-7000
3.	Alternate A, Central Contractor Registration	252.204-7004
4.	Alternate A, Annual Representations and Certifications	252.204-7007
5.	Reserved	252.204-7008
6.	Safeguarding Unclassified Uncontrolled Technical Information	252.204-7012
7.	Intent to Furnish Precious Metals as Government-Furnished Material	252.208-7000
8.	Disclosure of ownership of control by a foreign government	252.209-7002
9.	Limitations on Contractors Acting as Lead System Integrators	252.209-7006
10.	Prohibited Financial Interests for Lead System Integrators	252.209-7007
11.	Item Unique Identification and Valuation	252.211-7003
12.	Radio Frequency Identification	252.211-7006
13.	Reporting of Government Furnished Equipment in DoD Item Unique Identification (IUID) Registry	252.211-7007
14.	Contract Terms and Conditions required to implement statutes or Executive Orders applicable to Defense acquisitions of commercial items	252.212-7001
15.	Pricing Adjustments	252.215-7000
16.	Cost Estimating System Requirements	252.215-7002
17.	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel (applicable to Award Fee Orders only)	252.216-7004
18.	Restrictions on Employment of Personnel	252.222-7000
19.	Hazard Warning Labels (fill in State where this purchase order will be performed)	252.223-7001
20.	Safety Precautions for Ammunition and Explosives	252.223-7002
21.	Change in Place of Performance - Ammunition and Explosives	252.223-7003
22.	Drug-Free Work Force	252.223-7004
23.	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	252.223-7006
24.	Safeguarding Sensitive Conventional Arms, Ammunition and Explosives	252.223-7007
25.	Prohibition of Hexavalent Chromium	252.223-7008
26.	Buy American Act – Balance of Payments Program Certificate	252.225-7000
27.	Buy American Act and Balance of Payments Program	252.225-7001
28.	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	252.225-7007
29.	Restriction on Acquisition of Specialty Metals (prime contracts at \$150K or more requiring delivery of specialty metals as end items)	252.225-7008
30.	Restriction on Acquisition of Certain Articles Containing Specialty Metals (prime	252.225-7009

	contracts at \$150K or more; excludes para (d); see other exceptions; and compliance to 10 USC § 2533(b))	
31.	Commercial Derivative Military Article – Specialty Metals Compliance Certificate (prime contracts at \$150K or more, see clause for exceptions)	252.225-7010
32.	Duty Free Entry	252.225-7013
33.	Restriction on Acquisition of Hand or Measuring Tools (prime contracts at \$150K or more and both the prime contract and subcontract are for the acquisition of hand or measuring tools either commercial or non-commercial as prime end items)	252.225-7015
34.	Restriction on Acquisition of Ball and Roller Bearings	252.225-7016
35.	Restriction on Acquisition of Foreign Anchor and Mooring Chain	252.225-7019
36.	Trade Agreements Certificate	252.225-7020
37.	Trade Agreements	252.225-7021
38.	Trade Agreements Certificate – Inclusion of Iraqi End Products	252.225-7022
39.	Restriction on the Acquisition of Forgings	252.225-7025
40.	Restriction on Contingent Fees for Foreign Military Sales (blank is filled in “zero”)	252.225-7027
41.	Exclusionary Policies and Procedures of Foreign Governments	252.225-7028
42.	Restriction on Acquisition of Carbon Alloy and Armor Steel Plate	252.225-7030
43.	Secondary Arab Boycott of Israel	252.225-7031
44.	Buy American Act – Free Trade Agreements – Balance of Payments Program Certificate	252.225-7035
45.	Buy American Act – Free Trade Agreements – Balance of Payments Program	252.225-7036
46.	Contractor personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	252.225-7040
47.	Antiterrorism / force Protection Policy for Defense Contractors Outside the United States	252.225-7043
48.	Balance of Payments Program – Construction Material	252-225-7044
49.	Balance of Payments Program – Construction Material Under Trade Agreements	252-225-7045
50.	Exports By Approved Community Members in Response to the Solicitation	252.225-7046
51.	Export by Approved Community Members in Performance of the Contract	252.225-7047
52.	Export Controlled Items	252.225-7048
53.	Preference for Certain Domestic Commodities (prime contracts at \$150K or more for the acquisition of food, clothing, or cloth materials)	252.225-7012
54.	Rights in Technical Data - Noncommercial Items	252.227-7013
55.	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	252.227-7014
56.	Technical Data - Commercial Items	252.227-7015
57.	Rights in Bid or Proposal Information	252.227-7016
58.	Identification and Assertion of Use, Release, or Disclosure Restrictions	252.227-7017
59.	Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program	252.227-7018
60.	Validation of Asserted Restrictions - Computer Software	252.227-7019
61.	Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends	252.227-7025
62.	Delivery of Technical Data or Computer Software	252.227-7026
63.	Deferred Ordering of Technical Data or Computer Software	252.227-7027
64.	Technical Data or Computer Software Previously Delivered to the Government	252.227-7028
65.	Technical Data--Withholding of Payment	252.227-7030
66.	Rights in Shop Drawings	252.227-7033
67.	Validation of Restrictive Markings on Technical Data	252.227-7037
68.	Patent Rights – Ownership by the Contractor	252.227-7038
69.	Patents – Reporting of Subject Inventions	252.227-7039
70.	Ground and Flight Risk	252.228-7001

71.	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	252.228-7005
72.	Reporting of Foreign Taxes – U.S. Assistance Programs	252.229-7011
73.	Supplemental Cost Principles (first tier subcontractors only)	252.231-7000
74.	Frequency Authorization	252.235-7003
75.	Frequency Authorization (ALT I)	252.235-7003
76.	Protection of Human Subjects	252.235-7004
77.	Requirement for Competition Opportunity for American Steel Producers, Fabricators And Manufacturers (For Construction Subcontracts)	252.236-7013
78.	Training for Contract personnel Interacting with Detainees	252.237-7019
79.	Continuation of Essential Contractor Services	252.237-7023
80.	Notice of Continuation of Essential Contractor Services	252.237-7024
81.	Protection Against Compromising Emanations	252.239-7000
82.	Information Assurance Contractor Training and Certification	252.239-7001
83.	Telecommunications Security Equipment, Devices, Techniques, and Services	252.239-7016
84.	Supply Chain Risk	252.239-7018
85.	Pricing of Contract Modifications	252.243-7001
86.	Subcontracts for Commercial Items and Commercial Components (DoD contracts)	252.244-7000
87.	Tagging, Labeling, and Marking Government Furnished Property	252.245-7001
88.	Reporting Loss of Government Property	252.245-7002
89.	Material Inspection and Receiving Report	252.246-7000
90.	Notification of Potential Safety Issues	252.246-7003
91.	Safety of Facilities, Infrastructure, and Equipment for Military Operations	252.246-7004
92.	Contractor Counterfeit Electronic Part Detection and Avoidance System	252.246-7007
93.	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer	252.247-7003

4.

B. ORDERS OVER \$10,000 ALSO INCLUDE THE FOLLOWING:

The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement valued over \$10,000.00 between ADCO and the Seller where the end customer is the United States Government:

No.	Title of Provision	FAR Clause
1.	Reporting Executive Compensation and First-Tier Subcontract Awards (Over \$25,000)	52.204-10
2.	Walsh-Healy Public Contracts Act.	52.222-20
3.	Prohibition of Segregated Facilities	52.222-21
4.	Equal Opportunity	52.222-26(b)
5.	Affirmative Action for Workers with Disabilities	52.222-36
6.	Notification of Employee Rights Under the National Labor Relations Act (para (f) only)	52.222-40
7.	Buy American Act – North American Free Trade Agreement – Israeli Trade Act (over \$25,000)	52.225-3
8.	Buy American Act North American Free Trade Agreement – Israeli Trade Act Certificate (over \$25,000)	52.225-4

C. ORDERS OVER THE SIMPLIFIED ACQUISITION THRESHOLD (SAT) ALSO INCLUDE THE FOLLOWING:

5. The following FAR clauses apply to all contracts, purchase orders, delivery orders, or agreement valued over the SAP between ADCO and the Seller where the end customer is the United States Government:

No.	Title of Provision	FAR Clause
1.	Certificate of Independent Price Determination	52.203-2
2.	Gratuities	52.203-3
3.	Covenants Against Contingent Fees	52.203-5
4.	Restrictions on Subcontractor Sales to the Government	52.203-6
5.	Anti-Kickback Procedures (less paragraph (c) (1))	52.203-7
6.	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	52.203-8
7.	Price or Fee Adjustment for Illegal or Improper Activities	52.203-10
8.	Limitation on Payments to Influence Certain Federal Transactions	52.203-12
9.	Preventing Personal Conflicts of Interest for Contractor Employees Performing Acquisition Functions	52.203-16
10.	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights	52.203-17
11.	Women-Owned Business (Other than Small Business)	52.204-5
12.	Audit and Records – Negotiation	52.215-2
13.	Integrity of Units Prices	52.215-14
14.	Utilization of Small Business Concerns	52.219-8
15.	Contract Work Hours and Safety Standards Act – Overtime Compensation	52.222-4
16.	Non-displacement of Qualified Workers (Service Contracts)	52.222-17
17.	Equal Opportunity for Veterans (\$100K)	52.222-35
18.	Employment Reports Veterans (\$100K)	52.222-37
19.	Compliance with Veterans' Employment Reporting Requirements	52.222-38
20.	Drug-Free Workplace	52.223-6
21.	Estimate of Percentage of Recovered Material Content for EPA-Designated Products	52.223-9
22.	Notice and Assistance Regarding Patent and Copyright Infringement	52.227-2
23.	Federal, State, and Local Taxes	52.229-3
24.	Bankruptcy	52.242-13
25.	Change Order Accounting	52.243-6
26.	Subcontracts (paragraphs (h) notice to ADCO, and (i) only apply)	52.244-2
27.	Inspection of Supplies, Fixed Price Contracts	52.246-2
28.	Inspection of Services, Fixed Price Contracts	52.246-4
29.	Responsibility for Supplies	52.246-16
30.	Value Engineering	52.248-1
31.	Termination for Convenience of the Government (Fixed-Price) – “Government : shall mean “Buyer”. In paragraph (c) the term “120 days” is changed to “60 days.” The term “one year” in Paragraph (e) is changed to “six months.” The term “90 days in paragraph (l) is changed to “forty-five days,” per 49.502(e)	52.249-2
32.	Default (Fixed Price Supply and Service)	52-249-8

6.

7. The following DFARS clauses apply to all contracts, purchase orders, delivery orders, or any agreement valued over the SAT between ADCO and the Seller where the end customer is any agency within the United States Department of Defense:

No.	Title of Provision	DFARS Clause
1.	Prohibition on persons convicted of Fraud or other Defense – Contract related	252.203-7001

	felonies	
2.	Disclosure of ownership or control by the government of a Terrorist Country	252.209-7001
3.	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	252.209-7004
4.	Requests for Equitable Adjustment	252.209-7004
5.	Contractor Purchasing System Administration (Basic) (if 52.244-2 applies)	252.244-7001
6.	Contractor Purchasing System Administration (Alternate 1) (if 252.246-7007 applies)	252.244-7001
7.	Representation of Extent of Transportation by Sea	252.247-7022
8.	Transportation of Supplies by Sea	252.247-7023
9.	Notification of Transportation of Supplies by Sea	252.247-7024
10.	Notification of Anticipated Contract Termination or Reduction	252.249-7002

D. ORDERS OVER \$500,000 ALSO INCLUDE THE FOLLOWING:

The following DFARS clauses apply to all contracts, purchase orders, delivery orders, or any agreement valued over \$500,000 between ADCO and the Seller where the end customer is any agency within the United States Department of Defense

No.	Title of Provision	DFARS Clause
1.	Small Business Subcontracting Plan (DoD Contracts) – Over \$650K	252.219-7003
2.	Report of Intended Performance Outside the United States and Canada – Submission with Offer (over \$650K)	252.225-7003
3.	Report of Intended Performance Outside the United States & Canada – Submission After Award (\$650K)	252.225-7004
4.	Quarterly Reporting of Actual Contract Performance Outside the United States (over \$650K)	252.225-7006
5.	Utilization of Indian Organizations, Indian- Owned Economic Enterprises, and Native Hawaiian Small Business Concerns)	252.226-7001

E. ORDERS OVER \$650,000 ALSO INCLUDE THE FOLLOWING FAR CLAUSES:

The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement valued over \$650,000.00 between ADCO and the Seller where the end customer is the United States Government:

No.	Title of Provision	FAR Clause
1.	Code of Business Ethics and Conduct (over \$5 million and the period of performance is Over 120 days)	52.203-13
2.	Display of Hotline Poster (over \$5 million)	52.203-14
3.	Pension Adjustment and Asset Reversions (\$700,000)	52.215-15
4.	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions	52.215-18
5.	Notification of Ownership Changes	52.215-19
6.	Small Business Subcontracting Plan (\$650,000) (Construction \$1.5M)	52.219-9
7.	Liquidated Damages – Subcontracting Plan	52.219-16
8.	Pre-award On-Site Equal Opportunity Compliance Evaluation (over \$10 million)	52.222-24

F. UNLESS OTHERWISE EXEMPT, THE FOLLOWING FAR CLAUSES ARE ALSO INCLUDED:

No.	Title of Provision	FAR Clause
1.	Audit and Records – Sealed Bidding (exceeds \$700,000)	52.214-26
2.	Price Reduction for Defective Certified Cost or Pricing Data – Modifications – Sealed Bidding (\$700,000)	52.214-27
3.	Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding (exceeds \$700,000)	52.214-28
4.	Price Reduction for Defective Certified Cost or Pricing	52.215-10
5.	Price Reduction for Defective Certified Cost or Pricing Data – Modifications	52.215-11
6.	Subcontractor Certified Cost or Pricing Data	52.215-12
7.	Subcontractor Certified Cost of Pricing Data – Modifications	52.215-13
8.	Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data	52.215-20
9.	Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	52.215-21
10.	Limitation on Pass-Through Charges – Identification of Subcontract Effort	52.215-22
11.	Limitation on Pass-Through Charges (see application and exceptions in FAR 15.408(n)(2))	52.215-23
12.	Contract Definitization	52.216-25
13.	Prospective Subcontractor Requests for Bonds	52.228-12
14.	Earned Value Management System	52.234-4

G. ORDERS OVER \$1,000,000 OR HIGHER INCLUDE THE FOLLOWING DFARS CLAUSES:

No.	Title of Provision	DFARS Clause
1.	Agency Office of the Inspector General (\$5M)	252.203-7003
2.	Display of Fraud Hotline Posters (over \$5M)	252.203-7004
3.	Acquisition Streamlining (\$1.5M)	252.211-7000
4.	Restrictions on the Use of Mandatory Arbitration Agreements	252.222-7006
5.	Waiver of United Kingdom Levies – Evaluation of Offers	252.225-7032
6.	Waiver of United Kingdom Levies	252.225-7033

H. ORDERS FOR MAJOR DEFENSE ACQUISITION PROGRAMS INCLUDE THE FOLLOWING DFARS CLAUSES:

No.	Title of Provision	FAR Clause
1.	Notice of Prohibition Relating to Organizational Conflict of Interest –Major Defense Acquisition Program	252.209-7008
2.	Organizational Conflict of Interest – Major Defense Acquisition Program	252-209-7009
3.	Earned Value Management System (Orders over \$50M)	252.234-7002
4.	Notice of Cost and Software Data Reporting System	252.234-7003

I. APPLICABLE TO COST REIMBURSEMENT, TIME & MATERIAL OR LABOR HOUR ORDERS:

The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement based upon the type of the contract, cost reimbursement, time and material, or labor hours, between ADCO and the Seller where the end customer is the United States Government:

No.	Title of Provision	FAR Clause
1.	Facilities Capital Cost of Money	52.215-16
2.	Waiver of Facilities – Capital Cost of Money	52.215-17
3.	Allowable Cost and Payment (cost reimbursement) – Seller agrees to execute assignment documents in order to meet subsection (d)(5)	52.216-7
4.	Fixed Fee – applicable if this is a cost plus fixed fee order	52.216-8
5.	Incentive Fee – applicable if this is a cost plus incentive fee order	52.216-10
6.	Cost Contract – No Fee – applicable if this is a cost no fee order	52.216-11
7.	Cost Sharing Contract – No Fee – applicable if this is a cost sharing, no fee order	52.216-12
8.	Payment for Overtime premiums – insert “0%” in paragraph (a) unless indicated otherwise on the face of this order	52.222-2
9.	Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts)	52.222-43
10.	Fair Labor Standards Act and Service Contract Act -- Price Adjustment	52.222-44
11.	State of New Mexico Gross Receipts and Compensating Tax	52.229-10
12.	Payments under Time-and Materials and Labor-Hour Contracts (“schedule” means Purchase order, “voucher(s)” means Purchase order. “Government” means Buyer And “Contracting Officer” means Buyer Purchasing Representative	52.232-7
13.	Limitation of Cost (if fully funded)	52.232-20
14.	Limitation of Funds (if incrementally funded)	52.232-22
15.	Stop Work Order	52.242-15 Alt I
16.	Changes – Cost-Reimbursement – applicable if this is a cost-reimbursement order	52.243-2
17.	Changes – Time and Material or Labor-Hours – applicable if this is a time and material or labor hour order	52.243-3
18.	Inspection of Supplies (Cost-Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government or Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.	52.246-3
19.	Inspection of Services (Cost –Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government”(provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government and Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.	52.246-5
20.	Inspection – Time and Material and Labor Hour – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government and Buyer.” The provisions in this clause	52.246-6

	for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.	
21.	Submission of Transportation Documents for Audit	52.247-67
22.	Termination (Cost-Reimbursement) – “Government” means “Buyer” and “Contracting Officer” means “Buyer’s purchasing representative.” In paragraph (d) change “15 days” and “45 days” to “30 days” and “90 days,” respectively. In paragraph (e) change “1 year” to “six months.” Alternate IV is applicable to time and material or labor-hour orders only.	52.249-6 Alt IV
23.	Excusable Delay	52.249-14

J. APPLICABLE TO CONSTRUCTION ORDERS:

No.	Title of Provision	FAR Clause
1.	Subcontracts (Labor Standards)	52.222-11
2.	Affirmative Action Compliance Requirements for Construction (over \$10,000)	52.222-27
3.	Notice of Requirement for Project Labor Agreement	52.222-33
4.	Project Labor Agreement	52.222-34
5.	Affirmative Procurement of Bio-based Products Under Service and Construction Contracts	52.223-2
6.	Buy American Act – Construction Materials	52.225-9
7.	Notice of Buy American Act / Balance of Payments Program Requirement – Construction Materials	52.225-10
8.	Buy American Act – Construction Materials Under Trade Agreements	52.225-11
9.	Required Use of American Iron, Steel, and Manufactured Goods, Buy American Act – Construction Materials	52.225-21
10.	Notice of Required Use of American Iron, Steel, and Manufactured Goods – Buy American Act – Construction Materials	52.225-22
11.	Required Use of American Iron, Steel, and Manufactured Goods, Buy American Act – Construction Materials Under Trade Agreements	52.225-23
12.	Notice of Required Use of American Iron, Steel, and Manufactured Goods – Buy American Act – Construction Materials Under Trade Agreements	52.225-24
13.	North Carolina State and Local Sales and Use Tax	52.229-2
14.	Prompt payment for construction contracts	52.232-27
15.	Inspection of Construction	52.246-12
16.	Value Engineering – Construction over \$65K	52.248-3

4. **Certifications:** The Seller, by signing its offer and entering into an agreement with ADCO, hereby certifies compliance with the following clauses and is, therefore eligible for award.

No.	Title of Provision	FAR Clause
1.	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (over \$150,000)	52.203-11
2.	Certification for Federal Funding Accountability and Transparency Act (FFATA)	52.204-10
3.	Certification Regarding Responsibility Matters	52.209-5
4.	Protecting the Government’s Interest when Subcontracting with Contractors Debarred,	52.209-6

	Suspended, or Proposed for Debarment (over \$30,000)	
5.	Certification Regarding Knowledge of Child Labor for Listed End Products	52.222-18
6.	Previous Contracts and Compliance Reports (over \$10,000 and includes 52.222-26)	52.222-22
7.	Affirmative Action Compliance	52.222-25
8.	Affirmative Action for workers with Disabilities (over \$15K)	52.222-36
9.	Bio-based Product Certification	52.223-1
10.	Recovered Material Certification	52.223-4
11.	Prohibition on Conducting Restricted Business Operations in Sudan Certification	52.225-20
12.	Prohibition on Contracting with Entities Engaging in Certain Activities Relating to Iran	52.225-25
13.	Cost Accounting Standards Notices and Certifications	52.230-15

5.

6. **American Recovery and Reinvestment Act (AARA) of 2009:** The following FAR clauses are applicable to all contracts that are funded in whole or in part by the ARRA:

No.	Title of Provision	FAR Clause
1.	Whistleblower Protections under the Recovery Act	52.203-15
2.	Reporting Requiring	52.204-11
3.	Audit and Records (Sealed Bidding)	52.214-26

7.

8. **Additional Clauses:**

A. **Cost Accounting Standards (Applicable unless otherwise exempt):**

Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting Cost Accounting Standards, FAR 52.230-2; Disclosure and Consistency of Cost Accounting Practices, FAR 52.230-3; and Administration of Cost Accounting Standards, FAR 52.230-6, provided Seller shall not be required to disclose to Buyer such communications containing information which is privileged and confidential to Seller. In addition to any other remedies provided by law or under this Order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subject to any liability as the result of a failure of the Seller or its lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230-3, 52.230-4 (if applicable), 52.230-5 or 52.230-6. Paragraph (b) is deleted in each of the foregoing clauses.

B. **Truth In Negotiations:**

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

1. **Indemnification:**

- a. If any price (including profit or fee) negotiated in connection with the prime contract between the Government and the Buyer or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by the Seller in connection with any proposal submitted by the Buyer relating to said contract or in connection with this Order was not accurate, complete, or current, the Seller shall indemnify the Buyer in the amount of said reduction.
- b. The phrase "certified cost or pricing data" as used herein shall be deemed to include any such data, which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the Seller or which it procured by submission of, in connection with the aforesaid proposal or this Order in support of its cost estimate. If any reduction in the contract price under this clause reduces the price of items for which payment

was made prior to the date of the modification reflecting the price reduction, the Seller shall be liable and shall pay the Buyer at the time such overpayment is repaid:

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

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

- a. Prior to the pricing of any change or other modification to this Order which involves, increases and/or decreases in costs plus applicable profit in excess of the contractually required threshold (e.g. \$100,000, \$500,000, \$550,000 or \$700,000) and resulting from a change in the prime contract, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in FAR §15.406- 2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations.
- b. When required to obtain certified cost or pricing data or "Other Cost and Pricing Data" from its subcontractors, pursuant to the provisions of this Order, Seller shall provide such data.

C. **DISPUTES – GOVERNMENT CONTRACTS:**

Any reference to the "Disputes clause" in any applicable FAR Clause under paragraph 2 above shall mean this paragraph, Disputes – Government Contracts. Any dispute arising under this purchase order relating to any decision of the Contracting Officer under the prime contract shall be resolved in accordance with Paragraph (ii) below. All other disputes will be resolved under the Article entitled, "DISPUTES", as found in Corporate Form FSMK017 of the Subcontract.

1. Notwithstanding any other provisions in this purchase order, any decision of the Contracting Officer under the prime contract which binds Buyer shall bind both Buyer and Seller to the extent that it relates to this purchase order – provided that
 - a. The Buyer notifies with reasonable promptness the Seller of such decision
 - b. The Buyer, at its sole discretion, authorizes in writing the Seller to appeal in the name of the Buyer such decision at its own expense, or
 - c. If Buyer should appeal such decision, Buyer at its sole discretion offers to the Seller the opportunity at its own expense to join Buyer in such appeal
2. Any decision upon such appeal, when final, shall be binding upon the Seller.
3. The Seller shall keep Buyer informed of any appeal it makes by providing copies of all pertinent documents to Buyer.
4. The Seller shall indemnify and save harmless from any and all liability of any kind incurred by or imputed to Buyer under Section 5, "Fraudulent Claims," of the Contract Disputes Act of 1978, as amended, if Seller is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misinterpretation of fact on the part of Seller.
5. Pending any prosecution, appeal, or final decision or settlement of any dispute arising under this purchase order, the Seller shall proceed diligently, as directed by Buyer, with the performance of this purchase order
6. Nothing in this clause nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgement by Buyer of the validity of Seller's claim or any part thereof, nor be deemed to limit or in any way

restrict Buyer from taking any actions, included available remedies, it deems appropriate to protect its own interests.

7. As used in this clause, the word "appeal" means an appeal taken under the contract Disputes Act of 1978, as amended.