



General and FAR Flowdown Provisions for Purchase Orders

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SECTION I: GENERAL PROVISIONS

1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS

- (a) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.
(b) SELLER's acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract.
(c) Additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment hereof are hereby objected to by NVISION SOLUTIONS and have no effect unless accepted in writing BY NVISION SOLUTIONS.

2. APPLICABLE LAWS

- (a) This Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its choice of laws rules, except that any provision in this Contract that is (i) incorporated in full text or by reference from the Federal Acquisition Regulations (FAR) or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of Government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal Government.

- (b) The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded from this Contract, and shall have no force or effect on this Contract.

- (c) (1) SELLER agrees to comply with all applicable laws, orders, rules, regulations, and ordinances.
(2) If: (i) NVISION SOLUTIONS's contract cost or fee is reduced; (ii) NVISION SOLUTIONS's costs are determined to be unallowable; (iii) any fines, penalties or interest are assessed on NVISION SOLUTIONS; or (iv) NVISION SOLUTIONS incurs any other costs or damages; as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, NVISION SOLUTIONS may proceed as provided for in (4) below.

- (3) Where submission of cost or pricing data is required or requested at any time prior to or during performance of this Contract, if SELLER or its lower-tier subcontractors: (i) submit and/or certify cost or pricing data that are defective; (ii) with notice of applicable cutoff dates and upon NVISION SOLUTIONS's request to provide cost or pricing data, submit cost or pricing data, whether certified or not certified at the time of submission, as a prospective subcontractor, and any such data are defective as of the applicable cutoff date on NVISION SOLUTIONS's Certificate of Current Cost or Pricing Data; (iii) claim an exception to a requirement to submit cost or pricing data and such exception is invalid; or (iv) furnish data of any description that is inaccurate or, if the U.S. Government alleges any of the foregoing, and,

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as a result, (1) NVISION SOLUTIONS' contract price or fee is reduced; (2) NVISION SOLUTIONS costs are determined to be unallowable; (3) any fines, penalties or interest are assessed on NVISION SOLUTIONS; or (4) NVISION SOLUTIONS incurs any other costs or damages; NVISION SOLUTIONS may proceed as provided for in (4) below.

- (4) Upon the occurrence of any of the circumstances identified in (2) and (3) above, NVISION SOLUTIONS may make a reduction of corresponding amounts (in whole or in part) in the price, or in the costs and fee, of this Contract or any other contract with SELLER, and/or may demand payment (in whole or in part) of the corresponding amounts. SELLER shall promptly pay amounts so demanded.

- (d) SELLER represents that each chemical substance constituting or contained in Work sold or otherwise transferred to NVISION SOLUTIONS hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.
- (e) SELLER shall provide to NVISION SOLUTIONS with each delivery any Material Safety Data Sheet applicable to the Work in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder, or its state approved counterpart.

3. ASSIGNMENT

Any assignment of SELLER's contract rights or delegation of duties shall be void, unless prior written consent is given by NVISION SOLUTIONS. However, SELLER may assign rights to be paid amounts due, or to become due, to a financing institution if NVISION SOLUTIONS is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned to an assignee shall be subject to setoffs or recoupment for any present or future claims of NVISION SOLUTIONS against SELLER. NVISION SOLUTIONS shall have the right to make settlements and/or adjustments in the estimated cost and fee without notice to the assignee.

4. COMMUNICATION WITH NVISION SOLUTIONS CUSTOMER

NVISION SOLUTIONS shall be solely responsible for all liaison and coordination with the NVISION SOLUTIONS customer, including the U.S. Government, as it affects the applicable Prime Contract, this Contract, and any related contract.

5. CONTRACT DIRECTION

- (a) Only the NVISION SOLUTIONS Procurement Representative has authority to make changes in or amendments to this Contract. Such amendments must be in writing.
- (b) NVISION SOLUTIONS engineering and technical personnel may from time to time render assistance or give technical advice or discuss or affect an exchange of information with SELLER's personnel concerning the Work hereunder. Such actions shall not be deemed to be a change under the "Changes" clause of this Contract and shall not be the basis for equitable adjustment.
- (c) Except as otherwise provided herein, all notices to be furnished by the SELLER shall be sent to the NVISION SOLUTIONS Procurement Representative.

6. DEFINITIONS

The following terms shall have the meanings set forth below:

- (a) "Contract" means the instrument of contracting, such as "PO", "Purchase Order", or other such type designation, including all referenced documents, exhibits and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a purchase order or other such document) the term "Contract" shall also mean the release document for the Work to be performed.
- (b) "FAR" means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations.
- (c) "NVISION SOLUTIONS", means NVISION SOLUTIONS, acting through its companies or business sites as identified on the face of the Contract. If a subsidiary or affiliate of NVISION SOLUTIONS is identified on the face of this Contract then "NVISION SOLUTIONS" means that subsidiary or affiliate.
- (d) "NVISION SOLUTIONS Procurement Representative" means the person authorized by NVISION SOLUTIONS cognizant procurement organization to administer and/or execute this Contract.
- (e) "PO" or "Purchase Order" as used in any document constituting a part of this Contract shall mean this "Contract."
- (f) "SELLER" means the party identified on the face of the Contract with whom NVISION SOLUTIONS is contracting.
- (g) "Work" means all required articles, materials, supplies, goods and services constituting the subject matter of this Contract.
- (h) "Commercial Item" means any item, other than real property, that is of a type used by the public or non-government entities for purposes other than government purposes, has been offered or sold, leased, or licensed to the general public, or has evolved from a commercial item through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in time to satisfy Contract delivery requirements. Also included are installation, maintenance, repair, training, and other services related to Commercial Items (above), and other services

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offered and sold competitively in the commercial marketplace in substantial quantities and based on established catalog or market prices for specific tasks or outcomes to be achieved and under standard commercial terms and conditions.

- (i) "Government" refers to the United States Government.

7. DISPUTES

All disputes under this Contract which are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Until final resolution of any dispute hereunder, SELLER shall diligently proceed with the performance of this Contract as directed by NVISION SOLUTIONS

8. EXPORT CONTROLLED ITEMS

- (a) SELLER shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for suppliers to register with the Department of State in accordance with the International Traffic in Arms Regulations (ITAR). SELLER shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the Export Administration Regulations (EAR). SELLER's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this Contract. Nothing in the terms of this Contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to: (1) The Export Administration Act of 1979, as amended (50 U.S.C. App.2401, *et seq.*); (2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*); (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*); (4) The Export Administration Regulations (15 CFR Parts 730-774); (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and (6) Executive Order 13222, as extended.
- (b) SELLER shall immediately notify the NVISION SOLUTIONS Contract Representative if SELLER is listed in any Denied Parties List or if SELLER's export privileges are otherwise denied, suspended or revoked in whole or in part by any U. S. Government entity or agency.
- (c) *Definition.* "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes: (1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120. and (2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

9. EXTRAS

Work shall not be supplied in excess of quantities specified in the Contract. SELLER shall be liable for handling charges and return shipment costs for any excess quantities.

10. FURNISHED PROPERTY

- (a) NVISION SOLUTIONS may provide to SELLER property owned by either NVISION SOLUTIONS or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Contract.
- (b) Title to Furnished Property shall remain in NVISION SOLUTIONS or its customer. SELLER shall clearly mark (if not so marked) all Furnished Property to show its ownership.
- (c) Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify NVISION SOLUTIONS of any loss or damage. SELLER shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice.
- (d) At NVISION SOLUTIONS request, and/or upon completion of this Contract the SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by NVISION SOLUTIONS.
- (e) The Government Property Clause contained in Section II shall apply in lieu of paragraphs (a) through (d) above with respect to Government-furnished property, or property to which the Government may take title under this Contract.

11. GRATUITIES/KICKBACKS/ETHICS

- (a) No gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by SELLER, to any employee of NVISION SOLUTIONS with a view toward securing favorable treatment as a supplier.
- (b) By accepting this Contract, SELLER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference.
- (c) NVISION SOLUTIONS values contractual relationships founded in common commitment to ethics and high standards of professional business conduct. Sellers are encouraged to develop and implement ethics programs and business codes of conduct. Both NVISION SOLUTIONS and Sellers are expected to conduct business to the highest ethical standards in accordance with the terms of the Contract and applicable laws and regulations. If you have any questions or request assistance in developing a business code of conduct for your company, please contact the NVISION SOLUTIONS Procurement Representative.

12. INDEPENDENT SELLER RELATIONSHIP

- (a) SELLER is an independent contractor in all its operations and activities hereunder. The employees used by SELLER to perform Work under this Contract shall be SELLER's

employees exclusively without any relation whatsoever to NVISION SOLUTIONS.

- (b) SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

13. INFORMATION OF NVISION SOLUTIONS

Information provided by NVISION SOLUTIONS to SELLER remains the property of NVISION SOLUTIONS. SELLER agrees to comply with the terms of any Proprietary Information or Non-Disclosure Agreement with NVISION SOLUTIONS and to comply with all proprietary information markings and restrictive legends applied by NVISION SOLUTIONS to anything provided hereunder to SELLER. SELLER agrees not to use any NVISION SOLUTIONS provided information for any purpose except to perform this Contract and agrees not to disclose such information to third parties without the prior written consent of NVISION SOLUTIONS.

14. INFORMATION OF SELLER

SELLER shall not provide any proprietary information to NVISION SOLUTIONS without prior execution by NVISION SOLUTIONS of either a Proprietary Information or Non-Disclosure Agreement.

15. INSURANCE/ENTRY ON NVISION SOLUTIONS PROPERTY

In the event that SELLER, its employees, agents, or subcontractors enter the site(s) of NVISION SOLUTIONS or its customers for any reason in connection with this Contract, then SELLER and its subcontractors shall procure and maintain worker's compensation, comprehensive general liability, bodily injury and property damage insurance in reasonable amounts, and such other insurance as NVISION SOLUTIONS may require. In addition, SELLER and its subcontractors shall comply with all site requirements. SELLER shall indemnify and hold harmless NVISION SOLUTIONS, its officers, employees, and agents from any losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, by reason of property damage or loss or personal injury to any person caused in whole or in part by the actions or omissions of SELLER, its officers, employees, agents, suppliers, or subcontractors. SELLER shall provide NVISION SOLUTIONS thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance. If requested, SELLER shall send a "Certificate of Insurance" showing SELLER's compliance with these

requirements. SELLER shall name NVISION SOLUTIONS as an additional insured for the duration of this Contract. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of NVISION SOLUTIONS and is not contributory with any insurance which NVISION SOLUTIONS may carry. "Subcontractor" as used in this clause shall include SELLER's subcontractors at any tier.

16. INTELLECTUAL PROPERTY INFRINGEMENT

SELLER warrants that the Work performed and delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party. SELLER agrees to defend, indemnify and hold harmless NVISION SOLUTIONS and its customers from and against any claims, damages, losses, costs and expenses, including reasonable attorneys fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity. This indemnity and hold harmless shall not be considered an allowable cost under any provisions of this Contract except with regard to allowable insurance costs.

17. OFFSET CREDIT/COOPERATION

All offset or countertrade credit value resulting from this Contract shall accrue solely to the benefit NVISION SOLUTIONS. SELLER agrees to cooperate with NVISION SOLUTIONS in the fulfillment of any foreign offset/countertrade obligations.

18. PACKING AND SHIPMENT

- (a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice.
- (b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the NVISION SOLUTIONS Contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.
- (c) Unless otherwise specified, delivery shall be FOB Place of Shipment.

19. NEW MATERIALS AND PARTS OBSOLESCENCE

- (a) Seller shall deliver only new materials, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety to NVISION SOLUTIONS in end item deliverables or subparts within deliverable end items. "New material" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; *provided* that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
- (b) NVISION SOLUTIONS may desire to place additional orders for items purchased hereunder. SELLER

shall provide NVISION SOLUTIONS with a “Last Time Buy Notice” at least twelve (12) months prior to any action to discontinue any item purchased under this Contract.

20. ELECTRONIC PARTS

- (a) SELLER shall deliver only authorized electronic parts to NVISION SOLUTIONS whether end items or components or subcomponents within deliverable end items. An “authorized electronic part” means an authentic, unmodified electronic part from the original manufacturer or a source with the express written authority of the original manufacturer or current design activity including an authorized aftermarket manufacturer. An electronic part includes, but is not limited to, an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), a circuit assembly, or embedded software or firmware.
- (b) SELLER shall promptly report the delivery of any electronic part that is not an “authorized electronic part” upon discovery to NVISION SOLUTIONS. NVISION SOLUTIONS shall determine whether such non-authorized electronic part is acceptable for use by NVISION SOLUTIONS, and SELLER shall be subject to replacing such non-authorized electronic parts, providing an equitable price adjustment, and/or other contractual remedies resulting from delivery or use of such non-authorized electronic parts. When requested by NVISION SOLUTIONS, SELLER shall provide traceability documentation and/or certifications that meet Government and industry standards to trace delivered electronic parts back to the original manufacturing source, cooperate fully with NVISION SOLUTIONS in investigating and tracing any non-authorized or suspect non-authorized electronic parts, and flow down the requirements of this clause as necessary to ensure SELLER’S ability to comply.

21. PAYMENTS, TAXES, AND DUTIES

- (a) Unless otherwise specified in a note on the face of the NVISION SOLUTIONS purchase order, terms of payment shall be net 30 days from the latest of the following dates: (i) NVISION SOLUTIONS receipt of the SELLER's proper invoice; (ii) Scheduled delivery date of the Work; or (iii) Actual delivery of the Work. NVISION SOLUTIONS shall have a right of setoff against payments due or at issue under this Contract or any other contract between the parties.
- (b) Payment shall be deemed to have been made as of the date of mailing NVISION SOLUTIONS payment or electronic funds transfer.
- (c) Unless otherwise specified, estimated costs include all applicable federal, state and local taxes, duties, tariffs, and

similar fees imposed by any government, all of which shall be listed separately on the invoice.

22. PRECEDENCE

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (1) Subcontract (which shall include continuation sheets), Release Document, or Face of the Purchase Order, as applicable, including any Special Provisions; (2) these General Provisions; (3) Any master-type agreement (such as corporate, or basic ordering agreements); (4) Statement of Work.

23. PRIORITY RATING

If so identified, this Contract is a “rated order” certified for national defense use, and the SELLER shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 CFR Part 700).

24. QUALITY CONTROL SYSTEM

- (a) SELLER shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Contract.
- (b) SELLER shall deliver only conforming products and services that meet all specifications, design, test, quality, and inspection requirements. Nonconforming products or services are not acceptable, and if delivered, SELLER shall not be paid. SELLER shall immediately notify NVISION SOLUTIONS if SELLER discovers after delivery: (1) that delivered products or services are nonconforming, or (2) that conformity of delivered products or services has become suspect due to discovery of deficiencies in SELLER’S purchasing, manufacturing, quality, testing, or inspection processes. SELLER shall repair or replace any nonconforming deliverables at its own expense. If NVISION SOLUTIONS determines that repair or replacement is not necessary for the intended purpose and use, NVISION SOLUTIONS, at its sole determination, may agree to an equitable price adjustment as an alternative to SELLER’S repair or replacement.
- (c) SELLER shall flow down to the supply chain the applicable requirements including customer requirements.
- (d) Records of all quality control testing and inspection work by SELLER shall be kept complete and available to NVISION SOLUTIONS and its customers upon request for a period of 7 years after the year of final payment received by SELLER unless a longer period is specified in this contract or law or regulation.
- (e) During the period of performance of this Contract, SELLER shall notify NVISION SOLUTIONS of changes pertaining to purchased products or services under the Contract including changes to product and/or process, changes of suppliers, and changes of manufacturing facility locations. If NVISION SOLUTIONS requires prior approval of such changes in addition to notification, a note will be added to the face of the Contract.

25. RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER without the prior written approval of NVISION SOLUTIONS.

26. SEVERABILITY

Each paragraph and provision of this Contract is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

27. SURVIVABILITY

If this Contract expires, is completed or terminated, SELLER shall not be relieved of those obligations contained in the following provisions:

- (a) Allowable Cost and Payment
 - Applicable Laws
 - Export Control
 - Independent Contractor Relationship
 - Information of NVISION SOLUTIONS
 - Insurance/Entry on NVISION SOLUTIONS
 - Property
 - Intellectual Property Infringement
 - Release of Information
- (b) Those U. S. Government flowdown provisions that by their nature should survive.

28. FORCE MAJEURE

NVISION SOLUTIONS shall not be liable for delay to perform obligations under this Contract due to cause or causes beyond its control, including without limitation, acts of God or public enemy, fire, storms, earthquakes, riots, strikes, war, and restraints or shutdown of government.

29. TIMELY PERFORMANCE

- (a) SELLER's timely performance is a critical element of this Contract.
- (b) Unless advance shipment has been authorized in writing by NVISION SOLUTIONS, NVISION SOLUTIONS may store at SELLER's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.
- (c) If SELLER becomes aware of difficulty in performing the Work, SELLER shall timely notify NVISION SOLUTIONS, in writing, giving pertinent details. This notification shall not change any delivery schedule.
- (d) In the event of a termination or change, no claim will be allowed for any manufacture or procurement in advance of SELLER's normal flow time unless there has been prior written consent by NVISION SOLUTIONS.

30. WAIVER, APPROVAL AND REMEDIES

- (a) Failure by NVISION SOLUTIONS to enforce any provision(s) of this Contract shall not be construed as a waiver of the requirement(s) of such provision(s), or as a waiver of the right of NVISION SOLUTIONS thereafter to enforce each and every such provision(s).
- (b) NVISION SOLUTIONS approval of documents shall not relieve SELLER from complying with any requirements of this Contract.
- (c) The rights and remedies of NVISION SOLUTIONS in this Contract are in addition to any other rights and remedies provided by law or in equity.

31. WARRANTY

SELLER warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, and descriptions, and other requirements of this Contract and be free from defects in design, material and workmanship. The warranty shall begin upon final acceptance and extend for a period of (i) the manufacturer's warranty period or six months whichever is longer, if SELLER is not the manufacturer and has not modified the Work or, (ii) one year or the manufacturer's warranty period, whichever is longer; if the SELLER is the manufacturer of the Work or has modified it. If any non-conformity with Work appears within that time, SELLER shall promptly repair, replace, or re-perform the Work. Transportation of replacement Work or return of nonconforming Work and repeat performance of Work and repeat performance of Work shall be at SELLER's expense. If repair or replacement or re-performance of Work is not timely, Nvision Solutions may elect to return the nonconforming Work or repair or replace Work or repro cure the Work at SELLER's expense. All warranties shall run to NVISION SOLUTIONS and its customer(s).

32. ORDERING FROM GOVERNMENT SUPPLY SOURCES

When NVISION SOLUTIONS orders and SELLER offers terms under Federal Supply Schedules, such purchases shall follow the terms of the applicable schedule and NVISION SOLUTIONS shall provide a copy of an authorization letter upon request of SELLER or otherwise shall assume that SELLER has previously received a copy of the authorization, and the following statement is placed in this Contract: "This order is placed under written authorization from (See Contract) dated (See Contract). In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern."

33. MISCELLANEOUS

- (a) Site Visitation. NVISION SOLUTIONS reserves the right to visit areas of facilities at any level of the supply chain where contractual NVISION SOLUTIONS work is being performed with reasonable advance notice and access to non-financial records applicable to such work and in compliance with laws, regulations, and contractual authorities. Seller agrees, upon request of NVISION SOLUTIONS, to allow NVISION SOLUTIONS's customer representatives to visit such facilities for the same purpose as described above. This requirement shall be flowed down through all tiers of the supply chain. Suppliers may impose

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escort requirements. All visitors shall comply with ITAR, security, and safety rules of Seller and lower tier suppliers.

- (b) Electronic Documents. If technical or contractual documents are transmitted electronically between the parties, neither party shall contest their validity, or any acknowledgment thereof, on the basis that the document or acknowledgment contains an electronic signature.

(c) Record Retention. SELLER shall retain all records related to this contract for seven (7) years after the year of final payment received by SELLER unless a longer period is specified in this Contract or by law or regulation. Records include financial, proposal, procurement, specifications, production, inspection, test, shipping and export, and certification records. Upon request, SELLER shall provide timely access to such records to NVISION SOLUTIONS and its customer including the U.S. Government at no additional cost. NVISION SOLUTIONS access does not expect access to SELLER's proprietary financial records to which a U.S. Government representative may have regulatory access.

SECTION II: FAR FLOWDOWN PROVISIONS

A. INCORPORATION OF FAR CLAUSES When the items or services furnished are for use in a U. S. Government prime or subcontract and funding is direct contract cost provided by a U. S. Government prime or subcontract, in addition to the provisions of Section I, the following provisions shall apply as required by the terms of the prime contract or by operation of law or regulation. Buyer is flowing down to Seller certain provisions and clauses of the Federal Acquisition Regulation (FAR). Sellers shall include the appropriate flow down clauses in each lower-tier subcontract. The term "FAR" is deemed to include any published supplements to the FAR; however, only those supplement clauses that are specifically listed herein, are included in the terms of this Contract. FAR Clauses are identified by clause number and Title such as "52.XXX.XX TITLE". Any listed FAR supplements are identified as such, e.g.: Defense FAR Supplement: "DFARS 252.2XX-7XXX TITLE". Alternates of clauses shall apply when applicable. The FAR system clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of this Contract. FAR clauses inapplicable to the performance of this Contract under Buyer's Government contract are self-deleting. The date and substance of the clauses are those in effect as flowed down to Buyer in the Buyer's Government contract. If the date or substance of any of the clauses listed below is different than the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead.

B. GOVERNMENT SUBCONTRACT

If this Contract is entered into by the Parties in support of a U.S. Government Contract.

Definitions for terms used in the FAR clauses shall be as defined in FAR 2.101, definitions specified within a clause itself, or the FAR Part prescribing a clause. In addition, the following terms shall have the meaning as defined below in this Contract:

1. "Contract" means this Contract.
2. "Contractor" means the SELLER, as defined herein, acting as the immediate (first-tier) subcontractor to NVISION SOLUTIONS.
3. "Cost Accounting Standard Threshold" means \$750,000.00.
4. "Cost or Pricing Data Threshold" means \$750,000.00.
5. "Micro Purchase Threshold" means \$3,500.00.
6. "Prime Contract" means the contract between NVISION SOLUTIONS and the U.S. Government or between NVISION SOLUTIONS and its higher-tier contractor who has a contract with the U.S. Government.
7. "Simplified Acquisition Threshold" means \$150,000.00.
8. "Small Business Subcontracting Plan Threshold" means \$700,000.00 (or \$1.5 Million for construction contracts).
9. "Subcontract" means any contract placed by the CONTRACTOR or lower-tier subcontractors under this Contract.

C. NOTES

1. Substitute " NVISION SOLUTIONS " for "Government" or "United States" as applicable throughout this clause.
2. Substitute "NVISION SOLUTIONS Procurement Representative" for "Contracting Officer", "Contracting Officer Representative", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and NVISION SOLUTIONS" after "Government" or "Contracting Officer", as appropriate, throughout this clause.
4. Insert "or NVISION SOLUTIONS" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to the SELLER to/from the Contracting Officer shall be through NVISION SOLUTIONS.
6. "Contracting Officer" shall mean the U.S. Government Contracting Officer for NVISION SOLUTIONS government prime contract under which this Contract is entered.

Notwithstanding the NOTES above, the terms "Government" and "Contracting Officer" do not change: (a) in the phrases "Government Property", "Government Furnished Property", or "Government Owned Property"; (b) in the Patent Rights clauses incorporated herein, if any; (c) when a right, act, authorization, or obligation can be granted or performed only by the Government or a Contracting Officer or his/her duly-authorized representative; (d) when title to property is to be transferred directly to the Government; (e) when access to proprietary financial information or other proprietary data is required except as otherwise provided in this Contract; and (f) where specifically modified in this Contract.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

General and FAR Flowdown Provisions for Purchase Orders

CONTRACTOR agrees that upon the request of NVISION SOLUTIONS it will negotiate in good faith with NVISION SOLUTIONS relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as NVISION SOLUTIONS may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" Clause of this Contract.

E. PRESERVATION OF THE GOVERNMENT'S RIGHTS

If NVISION SOLUTIONS furnishes designs, drawings, special tooling, equipment, engineering data or other technical or proprietary information (Furnished Items) to which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that NVISION SOLUTIONS, acting on its own behalf, may modify or limit any rights the Government may have to authorize the CONTRACTOR's use of such Furnished Items in support of other U. S. Government prime contracts.

F. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REPORTING

The Federal Funding Accountability and Transparency Act (FFATA) as implemented by FAR 52.204-10 requires prime contractors (such as NVISION SOLUTIONS) to report first-tier Federal subcontract awards of \$30,000, or more, including commercial items. Reporting includes data about the subcontract such as value, subcontractor entity, address, compensation of Subcontractor's five most highly compensated executives, etc., unless reporting exceptions apply. NVISION SOLUTIONS will apply due diligence to determine whether reporting is required. If reporting appears to be required, NVISION SOLUTIONS may request FFATA representations and certifications from Contractor to collect required information and further determine whether Contractor-based reporting exceptions may apply. Contractor shall provide the required information to NVISION SOLUTIONS upon request. When such reporting is required, the reported information may be disclosed to the public by the Government. More information as to specific reporting requirements, data elements, and exemptions may be found in FAR 52.204-10.

G. FAR FLOWDOWN CLAUSES FOR COMMERCIAL ACQUISITIONS

Note: The term "Commercial Acquisition" refers to Contracts that are designated as "Commercial Item/Service Order" or "Commercial Off The Shelf Item/Service Order" on the face of the Contract.

1. The following FAR clauses apply to this Contract if it acquires only Commercial Items as defined in FAR 2.101 and is designated as a "Commercial Item/Service Order" or "Commercial Off the Shelf Item/Service Order" on the face of the Contract. Other clauses may be added to the face of the Contract or by statutes and Federal regulations.

- (a) 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applies if Contract exceeds \$5 Million and has a performance period of more than 120 days. Must be flowed down to all tiers for subcontracts exceeding same dollar and performance period thresholds).
- (b) 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (Applies to subcontracts at all tiers if funded under the Recovery Act.)
- (c) 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
- (d) 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
- (e) 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS
- (f) 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2008) (DEVIATION)
- (g) 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (Applicable in all contracts that offer subcontracting opportunities.)
- (h) 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (Applies to Contract if over the simplified Acquisition threshold.)
- (i) 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (Applies to Contract that is subject to the Equal Opportunity clause 52.222-26.)
- (j) 52.222-26 EQUAL OPPORTUNITY (Applies to Contract unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended.)
- (k) 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (FAR 52.222-35 (38 U.S.C 4212) applies to Contract and Subcontracts at all tiers of \$100,000 or more. Seller shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by Seller to employ and advance in employment qualified protected veterans. Seller shall insert the terms of this clause in all of its subcontracts of \$100,000 or more unless exempted by the rules, regulations, or orders of the Secretary of Labor. The Seller shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the requirements including action for noncompliance.)

REFERENCE TITLE

Revision (December 7, 2015)

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(l) 52.222-36 EQUAL EMPLOYMENT FOR WORKERS WITH DISABILITIES (FAR 52.222-36 (29 U.S.C. 793) applies to contracts and subcontracts over \$15,000, unless the recruitment of workers and the work is to be performed outside the United States. For this purpose, the United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island. Seller shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals with disabilities and requires affirmative action to employ and advance in employment qualified individuals with disabilities. Seller shall include the terms and conditions of this clause in all of its subcontracts in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary of Labor. Seller shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the requirements, including action for noncompliance.)

(m) 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FAR 52.222-37 (38 U.S.C. 4212) applies to contracts and subcontracts of \$100,000 or more. Along with other requirements specified in the clause, unless Seller is a State or local government agency, Seller shall report at least annually, as required by the Secretary of Labor, on-

- (1) The total number of employees in Seller’s workforce, by job category and hiring location, who are disabled veterans, other protected veterans (i.e., active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans;
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans (i.e., active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans; and
- (3) The maximum number and minimum number of employees of the Seller at each hiring location during the period covered by the report.)

(n) 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applies to subcontracts at all tiers if value exceeds \$10,000 and will be performed wholly or partially in the United States unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 13496, as amended.)

(o) 52.222-41 SERVICE CONTRACT LABOR STANDARDS (Applies to Contract if subject to the Service Contract Labor Standards Act.)

(p) 52.222-50 COMBATING TRAFFICKING IN PERSONS (Applies to subcontracts and contracts with Agents at all tiers.)

(q) 52.222-51 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT –

REQUIREMENTS (Applies to subcontracts at all tiers for services.)

(r) 52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES – REQUIREMENTS (Applies to subcontracts at all tiers for services.)

(s) 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (Applicable to work performed within the United States in subcontracts at all tiers if over \$3,000. Exceptions are commercial services that are part of a COTS item.)

(t) 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER (Applies to Contract if subject to the Service Contract Labor Standards statute or the Wage Rate Requirements Construction) statute, and is to be performed in whole or in part in the United States.)

(u) 52.225-26 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (Applies to subcontracts at all tiers for such work.)

(v) 52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (Applies to subcontracts at all tiers performed in the United States.)

(w) 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Applies to SELLER if a Small Business.)

(x) 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (Applies to subcontracts at all tiers.)

(y) 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (Applies to subcontracts at all tiers.)

(z) *DFARS CLAUSES. The clauses annotated by an asterisk (*) in Section H, Paragraph 9, “DFARS Clauses” are applicable for commercial items purchased pursuant to DoD contracts, and are incorporated herein by reference.*

H. FAR FLOWDOWN CLAUSES FOR OTHER THAN COMMERCIAL ACQUISITIONS OR AS OTHERWISE APPLICABLE BY STATUTE OR REGULATIONS

The following FAR clauses apply to Contracts other than Subsection G (above), as applicable by Government prime contract, statutes, or Federal regulations.

REFERENCE	TITLE
1.	The following FAR clauses apply to all such Contracts:
(a)	52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(b)	52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
(c)	52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (Applies to Contract if for acquisition of products or services.)
(d)	52.211-5 MATERIAL REQUIREMENTS
(e)	52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (Applies to Contract and subcontracts at all tiers that are cost reimbursement and fixed price.)

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(f) 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (Applicable in all contracts that offer subcontracting opportunities.)

POLICIES TO BAN TEXT MESSAGES WHILE DRIVING (Applies to Contract and subcontracts at all tiers that exceed the micro purchase threshold.)

- (g) (g) 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (Applies to Contract that is subject to the Equal Opportunity clause 52.222-26.)
- (h) 52.222-26 EQUAL OPPORTUNITY (Applies to Contract unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended.)
- (i) 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGES WHILE DRIVING
- (j) 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
- (k) 52.227-14 RIGHTS IN DATA - GENERAL
- (l) 52.232-20 LIMITATION OF COST (Applicable when this Contract becomes fully funded.)
- (m) 52.232-22 LIMITATION OF FUNDS (Applicable if this Contract is incrementally funded. When the Contract becomes fully funded 52.232-20 shall apply in lieu of this clause.)
- (n) 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL LBUSINESS SUBCONTRACTORS (Applies to Contract if SELLER is a Small Business.)
- (o) 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (Applicable to Small Business subcontractors)
- (p) 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III
- (q) 52.242-14 SUSPENSION OF WORK (Applies to construction or architect-engineer Contract if fixed-price.)
- (r) 52.242-15 STOP-WORK ORDER (Applies to contracts for supplies, services, or research and development. The "90-day" period stated in the clause may be reduced to less than 90 days. Alternate 1 applies if a cost-reimbursement contract.)
- (s) 52.244-6 SUBCONTRACTS FOR COMMERCIAL (Applies to Contract and subcontracts at all tiers.)
- (t) 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (Applies to Contract if involves ocean transportation of supplies subject to the Cargo Preference Act of 1954. For application of the Cargo Preference Act of 1954, see FAR [47.502\(a\)\(3\)](#), [47.503\(a\)](#), and [47.504](#).)

2. The following FAR clauses also apply to Contracts that exceed the Micro Purchase Threshold (\$3,500):

- (a) 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (Applies to Contract and subcontracts at all tiers if exceeds \$3,000 and work is performed within the United States. Exceptions are commercial services that are part of a COTS item.)
- (b) 52.223-18 ENCOURAGING CONTRACTOR

3 The following FAR clauses also apply to such Contracts that equal or exceed \$10,000:

- (a) 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (Applies to Contract and subcontracts at all tiers over \$10,000 involving any construction trade.)
- (b) 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applies to subcontracts at all tiers if value exceeds \$10,000 and will be performed wholly or partially in the United States unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 13496, as amended.)

4. The following FAR clauses also apply to such Contracts that equal or exceed \$15,000:

- (a) 52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT EXCEEDING \$15,000. [Applies to Contract if subject to 41 U.S.C. chapter 65, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (the statute) for the manufacture or furnishing of materials, supplies, articles, and equipment in any amount exceeding \$15,000 performed within the United States, Puerto Rico, or the Virgin Islands unless exempted under the law. There are many exemptions such as public utility services, supplies manufactured outside the United States, perishables, agricultural or farm products, and others. See FAR 22.604.]
- (b) 52.222-36 EQUAL EMPLOYMENT FOR WORKERS WITH DISABILITIES (Applies to Contracts and subcontracts at all tiers over \$15,000, unless the recruitment of workers and the work is to be performed outside the United States. For this purpose, the United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island. Seller shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals with disabilities and requires affirmative action to employ and advance in employment qualified individuals with disabilities. Seller shall include the terms and conditions of this clause in all of its subcontracts in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary of Labor. Seller shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the requirements, including action for noncompliance.)

5. The following FAR clauses also apply to such Contracts that equal or exceed \$35,000:

- (a) 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Applies to Contract and subcontracts at all tiers exceeding \$35,000.)

6. The following FAR clauses also apply to Contracts that equal or exceed \$100,000:

- (a) 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (FAR 52.222-35 (38 U.S.C 4212) applies to Contracts

and

Subcontracts at all tiers of \$100,000 or more. Seller shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by Seller to employ and advance in employment qualified protected veterans. Seller shall insert the terms of this clause in all of its subcontracts of \$100,000 or more unless exempted by the rules, regulations, or orders of the Secretary of Labor. The Seller shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the requirements including action for noncompliance.)

- (b) 52.222-37 EMPLOYMENT REPORTS ON VETERANS

(FAR 52.222-37 (38 U.S.C. 4212) applies to contracts and subcontracts of \$100,000 or more. Along with other requirements specified in the clause, unless Seller is a State or local government agency, Seller shall report at least annually, as required by the Secretary of Labor, on-

- (1) The total number of employees in Seller's workforce, by job category and hiring location, who are disabled veterans, other protected veterans (*i.e.*, active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans;
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans (*i.e.*, active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans; and
- (3) The maximum number and minimum number of employees of the Seller at each hiring location during the period covered by the report.)

7. The following FAR clauses also apply to Contracts that equal or exceed \$150,000 (or Simplified Acquisition Threshold):

- (a) 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Applies to Contract and subcontracts at all tiers if exceeding the Simplified Acquisition threshold.)
- (b) 52.203-7 ANTI-KICKBACK PROCEDURES [Applies to Contract and subcontracts at all tiers exceeding the Simplified Acquisition Threshold with the exception of 52.203-7 (c) (1).]
- (c) 52.203-11 CERTIFICATIONS AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS [Applies to solicitation and Contract exceeding \$150,000 (not Simplified Acquisition Threshold).]

- (d) 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS [Applies to Contract and subcontracts at all tiers exceeding \$150,000 (not Simplified Acquisition Threshold).]
- (e) 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (Applies to Contract if exceeds the Simplified Acquisition Threshold for services by SELLER employee(s) that involve performance of acquisition functions closely associated with inherently governmental functions for, or on behalf of, a Federal agency or department.)
- (f) 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (Applies to Contract if over the Simplified Acquisition Threshold.)
- (g) 52.215-2 AUDIT AND RECORDS-NEGOTIATION (Applies to Contract and subcontracts at all tiers that exceed the Simplified Acquisition Threshold.)
- (h) 52.215-14 INTEGRITY OF UNIT PRICES (Applies to Contract if exceeds the Simplified Acquisition Threshold.)
- (i) 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (Applies to Contract and subcontracts at all tiers for Service contracts only that exceed the Simplified Acquisition Threshold.)
- (j) 52.227-1 AUTHORIZATION AND CONSENT (Applies to Contract and subcontracts at all tiers that exceed the Simplified Acquisition Threshold.)
- (k) 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (Applies to Contract and subcontracts at all tiers exceeding the Simplified Acquisition threshold.)
- (l) 52.227-3 PATENT INDEMNITY (Applies to Contract if deliverables for communications services or facilities exceed the Simplified Acquisition Threshold.)
- (m) 52.242-13 BANKRUPTCY (Applies to Contract if exceeds the Simplified Acquisition Threshold.)

8. The following FAR clauses also apply to such Contracts that equal or exceed the Small Business Subcontracting Plan Threshold (\$700,000) (or \$1.5 Million for construction contracts):

- (a) 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN [Applies to Contract if SELLER is a large business (not a small business).]
- (b) 52.219-16 LIQUIDATED DAMAGES SUBCONTRACTING PLAN [Applies to contract if 52.219 (above) applies.]

9. The following FAR clauses also apply to such Contracts that equal or exceed the Cost or Pricing Data Threshold or Cost Accounting Threshold (both \$750,000):

- (a) 52.214-26 AUDIT AND RECORDS-SEALED BIDDING (Applies to Contract and subcontracts at all tiers exceeding the Cost or Pricing Data Threshold when sealed bidding is utilized.)

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- (b) 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS-SEALED BIDDING (Applies to Contract and subcontracts at all tiers exceeding the Cost or Pricing Data Threshold when sealed bidding is utilized.)
 - (c) 52.214-28 SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS-SEALED BIDDING (Applies to Contract and subcontracts at all tiers exceeding the Cost or Pricing Data Threshold when sealed bidding is utilized.)
 - (d) 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (Applies to Contract if exceeds the Cost or Pricing Data Threshold.)
 - (e) 52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (Applies to Contract if exceeds the Cost or Pricing Data Threshold.)
 - (f) 52.230-2 COST ACCOUNTING STANDARDS (Applies to negotiated Contract and subcontracts at all tiers, except for Paragraph (b), if exceeding the Cost Accounting Standard Threshold unless an exception applies. For example, the clause should not apply to a small business, commercial style acquisition, firm-fixed-price contract awarded on basis of adequate price competition without submission of cost or pricing data, etc. (For exceptions, see CFR 9903.201-1 which is located in FAR Appendix.)
 - (g) 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (Applies to negotiated Contract and subcontracts at all tiers, except for Paragraph (b), if exceeding the Cost Accounting Standard Threshold, but less than \$50 Million, and if SELLER certifies it is eligible for and elects to use modified CAS coverage (see CFR 9903.201-2 in FAR Appendix) unless 52.230-4 applies or an exception in 48 CFR 9903.201-1 (FAR appendix) such as, for example, the clause should not apply to a small business, commercial style acquisition, firm-fixed-price contract awarded on basis of adequate price competition without submission of cost or pricing data, etc.)
 - (h) 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES – FOREIGN CONCERNS (Applies to negotiated Contract with a foreign concern and subcontracts at all tiers, except for Paragraph (b), if exceeding the Cost Accounting Standard Threshold unless an exception applies in 48 CFR 9903.201-1 (FAR appendix) such as, for example, the clause should not apply to a small business, commercial style acquisition, firm-fixed-price contract awarded on basis of adequate price competition without submission of cost or pricing data, etc.)
 - (i) 52.230-5 COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTIONS (Applies to negotiated Contract with an educational institution and subcontracts at all tiers, except for Paragraph (b), if exceeding the Cost Accounting Standard Threshold unless the educational institution is a Federally Funded Research and Development Center; or an exception applies in 48 CFR 9903.201-1 (FAR appendix) such as, for example, the clause should not apply to a small business, commercial style acquisition, firm-fixed-price contract awarded on basis of adequate price competition without submission of cost or pricing data, etc.; or provision applies at 48 CFR 9903.201-2(c)(6) in FAR Appendix: “Where existing contracts awarded to an educational institution incorporate full CAS coverage, the contracting officer may continue to apply full CAS coverage, as prescribed at 9903.201–2(a), in future awards made to that educational institution.”)
 - (j) 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (Applies to Contract and subcontracts at all tiers if any of above clauses apply: 52.230-2, 52.230-3, 52.230-4, or 52.230-5.)
- 10. The following FAR clauses also apply to such Contracts that equal or exceed \$5,000,000:**
- (a) 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applies to Contract and subcontracts at all tiers if exceeding \$5 Million and a performance period of more than 120 days.
 - (b) 52.203-14 DISPLAY OF HOTLINE POSTERS (Applies to Contract and subcontracts at all tiers unless performed entirely outside the United States.)
- 11. The following FAR clauses also apply to Contracts as applicable:**
- (a) 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (Applies to Contract if fixed-price unless prime contract was awarded under simplified acquisition procedures or is for utility services for which rates are set by law or regulations.)
 - (b) 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (Applies to Contract and subcontracts at all tiers if funded under the Recovery Act.)
 - (c) 52.204-2 SECURITY REQUIREMENTS (Applies to Contract and subcontracts at all tiers that require access to classified information.)
 - (d) 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Applies to Contract and subcontracts at all tiers where routine physical access is required to access a Federally-controlled facility and for routine access to a Federally-controlled information system.

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- (e) 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (Applies to Contract if for services and services (including construction) that meet or exceed the Simplified Acquisition Threshold for cost-reimbursement contracts, \$1 Million for fixed-price contracts awarded in Government FY 2015, or \$500,000 for fixed-price contracts awarded in Government FY 2016. Exceptions are for indefinite-delivery contracts, contracts entirely funded by DoD, contracts awarded with a generic DUNS number, or classified contracts.)
- (f) 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (Applies to Contract and subcontracts at all tiers that involve a major helium requirement.)
- (g) 52.215-15 PENSION ADJUSTMENT (Applies to Contract if certified cost or pricing data is required or if preaward or postaward cost determinations will be subject to FAR Part 31 Contract Cost Principles and Procedures.
- (h) 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (Applies to Contract if certified cost or pricing data is required or if preaward or postaward cost determinations will be subject to FAR Part 31 Contract Cost Principles and Procedures.
- (i) 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (Applies to Contract if certified cost or pricing data is required or any preaward or postaward cost determination subject to [Subpart 31.2](#) Contracts with Commercial Organizations.)
- (j) 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applies to Contract and subcontracts at all tiers that involve employment of laborers or mechanics.)
- (k) 52.222-6 DAVIS BACON ACT (Applies to contract and subcontracts at all tiers for construction, alterations and repairs within the United States.)
- (l) 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (Applies to Contract when NVISION SOLUTIONS is required to obtain compliance reports from proposed subcontractors.)
- (m) 52.222-34 PROJECT LABOR AGREEMENT (Applies to Contract and subcontracts at all tiers engaged in construction on the construction project.)
- (n) 52.222-41 SERVICE CONTRACT LABOR STANDARDS (Applies to Contract if subject to the Service Contract Labor Standards Act.)
- (o) 52.222-51 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT – REQUIREMENTS (Applies to subcontracts at all tiers for services.)
- (p) 52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES – REQUIREMENTS (Applies to subcontracts at all tiers for services.)
- (q) 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER (Applies to Contract if subject to the Service Contract Labor Standards statute or the Wage Rate Requirements Construction) statute, and is to be performed in whole or in part in the United States.)
- (r) 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (Applicable if the Contract involves hazardous material.)
- (s) 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (Applicable to Contract for Work containing covered radioactive material.)
- (t) 52.223-11 OZONE-DEPLETING SUBSTANCES (Applies to Contract if the work is manufactured with or contains ozone-depleting substances.)
- (u) 52.223-15 ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (Applies to Contract if delivering, acquiring, furnishing or specifying in the design of a building or work, energy-consuming products.)
- (v) 52.224-1 PRIVACY ACT NOTIFICATION (Applies to Contract and subcontracts at all tiers if 52.224-2 applies.)
- (w) 52.224-2 PRIVACY ACT (Applies to contract and subcontracts at all tiers if calls for the design, development or operation of a system of records on individuals to accomplish a Federal agency function.)
- (x) 52.225-1 BUY AMERICAN ACT – SUPPLIES (Applies to Contract if exceeds the Micro Purchase Threshold.)
- (y) 52.225-2 BUY AMERICAN – CERTIFICATE (Applies to Contract if 52.225-1 applies.)
- (z) 52.225-3 BUY AMERICAN ACT–NORTH AMERICAN FREE TRADE AGREEMENT – ISRAELI TRADE ACT (Applies if Contract is \$25,000 or more. Alternates apply at various dollar thresholds.)
- (aa) 52.225-4 BUY AMERICAN ACT–NORTH AMERICAN FREE TRADE AGREEMENT – ISRAELI TRADE ACT CERTIFICATE (Applies if Contract if 52.225-3 applies.)
- (bb) 52.225-5 TRADE AGREEMENTS (Applies to Contract if \$204,000 or more and the acquisition is covered by WTO GPA (see FAR subpart 25.4) and the Buy American statute has been determined by the Federal Agency to not apply.)
- (cc) 52.225-8 DUTY FREE ENTRY (Applies to Contract if (1) Supplies identified in the schedule are accorded duty-free entry and will be imported into the customs territory of the United States; or (2) Other foreign supplies in excess of \$15,000 may be imported into the customs territory of the United States.)
- (dd) 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN

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- PURCHASES (Applies to Contract and subcontracts at all tiers. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn/>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.)
- (ee) 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (Applies to Contract and subcontracts at all tiers for such work.)
 - (ff) 52.225-26 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (Applies to Contract and subcontracts at all tiers involving performance of private security functions outside the United States.)
 - (gg) 52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (Applies to Contract and subcontracts at all tiers for the provision, service, or sale of food in the United States if greater than \$25,000.)
 - (hh) 52.227-9 REFUND OF ROYALTIES (Applies to Contract and subcontracts at all tiers in which the amount of royalties reported during negotiations exceeds \$250.)
 - (ii) 52.227-10 FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER (Applies to Contract and subcontracts at all tiers that cover or are likely to cover classified subject matter.)
 - (jj) 52.227-11 PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (Applies to Contract and subcontracts at all tiers for experimental, developmental or research work.)
 - (kk) 52.227-12 PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (Applies to Contract and subcontracts at all tiers for experimental, developmental, or research work. The term "Government" remains "Government" and "Contractor" means "Subcontractor".)
 - (ll) 52.227-13 PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT (Applies to Contract and subcontracts at all tiers for experimental, developmental or research work.)
 - (mm) 52.227-14 RIGHTS IN DATA – GENERAL [Applies to Contract if data will be produced, furnished, or acquired under the Contract unless special works under 52.227-14, small business innovation research contract, performed outside the United States, for architect-engineer services or construction work, and other exceptions (see clause).]
 - (nn) 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (Applies to Contract and subcontracts at all tiers if the Base Contract Act applies and is a public-work performed outside the United States or approved or financed under the Foreign Assistance Act of 1961.)
 - (oo) 52.228-4 WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (Applies to Contract and subcontracts at all tiers if a public-work contract performed outside the United States and the Secretary of Labor waives the applicability of the Defense Base Act.)
 - (pp) 52.228-5 INSURANCE WORK ON A GOVERNMENT INSTALLATION (Applies to Contract if work is on a Government installation and a public-work performed outside the United States or approved or financed under the Foreign Assistance Act of 1961.)
 - (qq) 52.229-2 NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX (Applies if Contract is for construction and work is in North Carolina.)
 - (rr) 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (Applies to Contract and subcontracts at all tiers if cost-reimbursable contract and if contract directs or authorizes contractor acquisition of tangible personal property as a direct cost and title to such property passes directly to and vests in the United States upon delivery of the property, and the contract will be for services to be performed in whole or in part within the State of New Mexico.)
 - (ss) 52.232-20 LIMITATION OF COST (Applicable when Contract is cost-reimbursement and fully funded.)
 - (tt) 52.232-22 LIMITATION OF FUNDS (Applicable if this Contract is cost-reimbursement and incrementally funded. When the Contract becomes fully funded 52.232-20 shall apply in lieu of this clause.)
 - (uu) 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (Applies to Contract and subcontracts at all tiers if for Construction contracts property or services (including a material supplier).)
 - (vv) 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (Applies to contracts for major systems and items of supply acquired under Section 126 of Public Law 102-588 Title III of the Defense Production Act of 1950. for the testing, qualification, and use of industrial resources manufactured or developed with assistance provided under section 301, 302, or 303 of the Defense Production Act (50 U.S.C. App. 2091-2093).)
 - (ww) 52.236-13 ACCIDENT PREVENTION (Applies to Contract and subcontracts at all tiers if a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the simplified acquisition threshold, or other amount if the contracting officer inserts the clause. If a contract will involve work of a long duration or hazardous nature, the contracting officer may use the clause with its Alternate I.)
 - (xx) 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (Applicable if Work is performed on Government installation.)
 - (yy) 52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (Applies to Contract and subcontracts at all tiers if prime contract is for health care services.)

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- (zz) 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (Applies to Contract if for information technology which requires security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.)
- (aaa) 52.243-1 CHANGES – FIXED PRICE (Applies to Contract if fixed price.)
- (bbb) 52.243-2 CHANGES – COST REIMBURSEMENT (Applies to Contract if cost reimbursement.)
- (ccc) 52.243-3 CHANGES – TIME AND MATERIALS OR LABOR HOURS (Applies to Contract if time and material or labor hour.)
- (ddd) 52.243-6 CHANGE ORDER ACCOUNTING (Applicable only if Prime Contract requires Change Orders for supply and research and development contracts of significant technical complexity, if numerous changes are anticipated.)
- (eee) 52.245-1 GOVERNMENT PROPERTY (Applies to Contract and subcontracts at all tiers if SELLER is directed (or authorized) to acquire Government property, or Government Property is furnished to SELLER.)
- (fff) 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (Applies to Contract if at or below the Simplified Acquisition Threshold.)
- (ggg) 52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE (Applies if Contract is fixed price for supplies and above the Simplified Acquisition Threshold unless otherwise specified to be applicable at or below, the Simplified Acquisition Threshold.)
- (hhh) 52.246-3 INSPECTION OF SUPPLIES –COST REIMBURSEMENT (Applies if Contract is cost reimbursement for supplies or services that involves the furnishing of supplies.)
- (iii) 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (Applies if Contract is fixed price for services or supplies that involves the furnishing of services and above the Simplified Acquisition Threshold unless otherwise specified to be applicable at or below, the Simplified Acquisition Threshold.)
- (jjj) 52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT (Applies if Contract is cost reimbursement for services or supplies that involves the furnishing of services.)
- (kkk) 52.246-6 INSPECTION – TIME & MATERIAL AND LABOR HOUR (Applies if Contract is a time-and-material contract or a labor-hour contract. If Government inspection and acceptance are to be performed at the SELLER's plant, Alternate I applies.)
- (III) 52.246-7 INSPECTION OF RESEARCH & DEVELOPMENT – FIXED PRICE (Applies to Contract if fixed price for research and development and the primary objective of the contract is the delivery of end items other than designs, drawings, or reports,.)
- (mmm) 52.246-8 INSPECTION OF RESEARCH & DEVELOPMENT– COST REIMBURSEMENT (Applies to Contract if cost reimbursement for research and development and the primary objective of the contract is the delivery of end items other than designs, drawings, or reports,.)
- (nnn) 52.246-9 INSPECTION OF RESEARCH & DEVELOPMENT (SHORT FORM) (Applies if Contract is for research and development and this clause is specified to be applied in lieu of 52.246-7 or 52.246-8.)
- (ooo) 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (Applies if Contract if inclusion of a higher-level contract quality requirement is necessary.)
- (ppp) 52.246-12 INSPECTION OF CONSTRUCTION (Applies to Contract if a fixed price construction contract above the Simplified Acquisition Threshold unless otherwise specified to be applicable at or below, the Simplified Acquisition Threshold.)
- (qqq) 52.246-13 INSPECTION-DISMANTLING, DEMOLITION, AND REMOVAL OF IMPROVEMENTS (Applies to Contract if for Dismantling, Demolition, or Removal of Improvements, in solicitations and contracts for dismantling, demolition, or removal of improvements.)
- (rrr) 52.246-14 INSPECTION OF TRANSPORTATION [Applies to Contract if for freight transportation services (including local drayage) by rail, motor (including bus), domestic freight forwarder, and domestic water carriers (including inland, coastwise, and intercostal).]
- (sss) 52.246-16 RESPONSIBILITY FOR SUPPLIES (Applies to Contract if for supplies, services involving the furnishing of supplies, or a fixed price research and development contract.)
- (ttt) 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE [Applies to Contract if fixed price for noncomplex items, If SELLER's design rather than the Government's design will be used, the word "design" is inserted before "material" in paragraph (b)(1)(i).]
- (uuu) 52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE [Applies to Contract if fixed price for complex items, If SELLER's design rather than the Government's design will be used, the word "design" is inserted before "material" in paragraph (b)(1)(i).]
- (vvv) 52.246-20 WARRANTY OF SERVICES (Applies to Contract if for services.)
- (xxx) 52.246-21 WARRANTY OF CONSTRUCTION (Applies to Contract if fixed price and for construction.)
- (yyy) 52.247-3 CAPABILITY TO PERFORM A CONTRACT FOR THE RELOCATION OF A FEDERAL OFFICE (Applies to Contract when a Federal office is relocated, to ensure that offerors are capable to perform interstate or intrastate moving contracts involving the relocation of Federal offices.)

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- (zzz) 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS [Applies to Contract and subcontracts at all tiers whenever it is possible that U.S. Government-financed international air transportation of personnel (and their personal effects) or property will occur in the performance of the contract. This clause does not apply to contracts awarded using the simplified acquisition procedures in Part 13 or contracts for commercial items (see Part 12).]
- (aaaa) 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S FLAG COMMERCIAL VESSELS [Applies to Contract if involves ocean transportation of supplies subject to the Cargo Preference Act of 1954. (For application of the Cargo Preference Act of 1954, see 47.502(a) (3), 47.503(a), and 47.504.)]
- (bbbb) 52.248-1 VALUE ENGINEERING (Applies to Contract if \$150,000, or more, or of lesser value if specified in Contract when this clause is included in the Prime contract.)
- (cccc) 52.248-3 VALUE ENGINEERING – CONSTRUCTION (Applies to Contract if for construction , clause is in the Prime Contract, and Contract exceeds the Simplified Acquisition threshold or lesser amount if specified in the Contract.)
- (dddd) 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SHORT FORM) (Applies to Contract if fixed-price contract and the contract amount is not expected to exceed the Simplified Acquisition Threshold unless one of the other termination for convenience clauses is determined by NVISION SOLUTIONS to be more appropriate.)
- (eeee) 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (Applies to Contract if fixed price and above the Simplified Acquisition threshold except for dismantling and demolition, research and development work with an educational institution or nonprofit institution on a no-profit basis, and architect-engineer services.)
- (ffff) 52.249-3 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS) (Applies to Contract if fixed price for dismantling, demolition, or removal of improvements, and the contract amount exceeds the simplified acquisition threshold.)
- (gggg) 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (Applies to Contract if for services and determined by NVISION SOLUTIONS to be more appropriate than one of the other applicable termination for convenience clauses.)
- (hhhh) 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (Applies to Contract if fixed price and placed with educational or nonprofit institutions on a no-profit or no-fee basis.)
- (iiii) 52.249-6 TERMINATION (COST REIMBURSEMENT) (Applies to Contract if cost reimbursement except in contracts for research and development with an educational or nonprofit institution on a no-fee basis. If for construction, Alternate 1 applies.)
- (jjjj) 52.249-7 TERMINATION (FIXED PRICE ARCHITECT-ENGINEER) (Applies to Contract if fixed price for architect-engineer services.)
- (kkkk) 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
- (llll) 52.249-9 DEFAULT (FIXED PRICE RESEARCH AND DEVELOPMENT) (Applies to Contract if fixed price, for research and development, and the contract amount exceeds the Simplified Acquisition Threshold, or lesser amount if specified in the Contract. If the contract is for transportation or transportation-related services, Alternate I may apply if determined by the contracting officer.)
- (mmmm) 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (Applies to Contract if fixed price, for construction, and the contract amount exceeds the Simplified Acquisition Threshold, or lesser amount if specified in the Contract. If the contract is for dismantling, demolition, or removal of improvements, Alternate I applies.)
- (nnnn) 52.249-12 TERMINATION (PERSONAL SERVICES) (Applies to Contract if for personal services.)
- (oooo) 52.249-14 EXCUSABLE DELAYS (Applies to Contract of cost reimbursement and for supplies, services, construction, or research and development on a fee basis. Also applies to time-and-material contracts, and labor-hour contracts.)
- 12. The following DFARS clauses also apply to Contracts pursuant to DoD prime contracts as applicable:**
- (a) 252.203-7001 PROHIBITIONS ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (Applies to Contracts exceeding the Simplified Acquisition Threshold.)
- (b) 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (Applies to all DoD contracts.)
- (c) 252.204-7000 DISCLOSURE OF INFORMATION (Applies to DoD contracts for research and development or major defense acquisition programs involving any fissionable materials (e.g., uranium, plutonium, neptunium, thorium, americium); other radiological source materials; or technologies directly related to nuclear power production, including nuclear or radiological waste materials.)
- (d) 252.204-7010.REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF CONTRACTOR’S ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE U.S. - INTERNATIONAL ATOMIC ENERGY AGENCY ADDITIONAL PROTOCOL (Applies to DoD contracts when subject to the provisions of U.S.-IAEA AP. at all tiers of subcontractors.)
- (e) *252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (Applies to all DoD contracts.)
- (f) *252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (Applies to all DoD contracts.)

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- (g) 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT FURNISHED MATERIAL (Applies to DoD contracts and subcontracts at all tiers unless item being purchased contains no precious metals.)
- (h) 252.211-7000 ACQUISITION STREAMLINING (Applies if Contract is over \$1.5 million.)
- (i) *252.211-7003 ITEM IDENTIFICATION AND VALUATION (Applies to subcontracts at all tiers if acquiring items requiring unique item identification.)
- (j) 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (Applies to Large Businesses if Contract is over the Small Business Plan Threshold.)
- (k) 252.222-7000 RESTRICTIONS ON EQUIPMENT OF PERSONNEL (Applies to Contract and all tiers of subcontracts.)
- (l) *252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (Applies if Contract over \$1 Million except if Contract is for acquisition of commercial items. If so, Seller signature shall certify that Seller shall require each covered lower-tier subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing mandatory arbitration agreements (as defined in the clause), with respect to any employee or independent contractor performing work related to such subcontract. As stated within the clause, these prohibitions do not apply with respect to Seller's agreements with employees or independent contractors that may not be enforced in a court of the United States.)
- (m) 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION & EXPLOSIVES (Applies to Contract and all subcontracts at all tiers which involve ammunitions or explosives except for those only involving inert components.)
- (n) 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (Applies to Contract and subcontracts at all tiers involving disposal of non-DoD owned toxic or hazardous materials.)
- (o) *252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (Applies to Contract and subcontracts at all tiers for supplies, maintenance and repair services, or construction materials.)
- (p) 252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES OR CANADA – SUBMISSION AFTER AWARD (Applies to Contract if over \$650,000 and subcontract work is performed outside the U.S and it could have been performed within U.S. or Canada.)
- (q) 252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (Applies if Contract is over \$650,000 and work is performed outside the U.S and it could have been performed within U.S. or Canada)
- (r) 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS ITEMS FROM CHINESE MILITARY COMPANIES (Applies to Contract and subcontracts at all tiers for items covered by the U.S. Munitions List.)
- (s) 252.225-7008 RESTRICTION ON ACQUISITION SPECIALTY METALS (Applies to Contract if requiring delivery of specialty metals.)
- (t) 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applies to Contract if requiring delivery of specialty metals.)
- (u) 252.225-7013 DUTY FREE ENTRY (Applies to Contract and subcontracts at all tiers for qualifying country components; or non-qualifying country components for which SELLER estimates that the duty will exceed \$200 per unit.)
- (v) 252.225-7016 RESTRICTIONS ON ACQUISITION OF BALL AND ROLLER BEARINGS (Applies to Contract and subcontracts at all tiers except those that do not contain ball or roller bearings.)
- (w) 252.225-7019 RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN (Applies to Contract and subcontracts at all tiers for anchor mooring chain four inches or less in diameter.)
- (x) 252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (Applies to Contract and subcontracts at all tiers for forging items or other items that contain forging items.)
- (y) 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (Applies to Contract and subcontracts at all tiers for subcontracts exceeding \$1 Million with a U.K firm.)
- (z) 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (Applies to Contract and subcontracts at all tiers when subcontractor personnel are authorized to accompany U.S. forces deployed outside the U.S. in specified types of operations.)
- (aa) *252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (Applies to Contract if for acquisition of commercial items, that require performance or travel outside the United States, except for contracts with foreign governments, representatives of foreign governments, or foreign corporations wholly owned by foreign governments.)
- (bb) 252.225-7048 EXPORT-CONTROLLED ITEMS (Applies to Contract and subcontracts at all tiers.)
- (cc) *252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (Applies to Contract if exceeds \$500,000.)
- (dd) 252.227-7012 PATENT LICENSE AND RELEASE CONTRACT (Applies to subcontracts at all tiers when Contract purchases technical data for noncommercial items.)
- (ee) *252.227-7013 RIGHTS TO TECHNICAL DATA – NONCOMMERCIAL ITEMS (Applies to purchase of noncommercial items, or commercial items developed at

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- Government expense.)
- (ff) 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (Applies to Contract and subcontracts at all tiers when Contract purchases noncommercial computer software or its documentation.)
- *(gg) 252.227-7015 TECHNICAL DATA - COMMERCIAL ITEMS (Applies to Contract involving purchase of commercial item technical data that SELLER develops at private expense.)
- (hh) 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (Applies to subcontracts at all tiers.)
- (ii) 252.227-7018 RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE – SMALL BUSINESS INNOVATIVE RESEARCH (SIBR) PROGRAM (Applies to Contract and subcontracts at all tiers if purchasing noncommercial technical data or computer software.)
- (jj) 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS COMPUTER SOFTWARE (Applies to Contract and subcontracts at all tiers for purchase of computer software.)
- (kk) 252.227-7033 RIGHTS IN SHOP DRAWINGS (Applies To Contract and subcontracts at all tiers when shop drawings are a contract deliverable in engineer-architect contracts or construction contracts that include architect-engineer services)
- (ll) *252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (Applies to Contract and subcontracts at all tiers when technical data is a Contract deliverable.)
- (mm) 252.227-7038 PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (Applies to Contract if for experimental, developmental, or research work to Large Businesses if no other patent rights clause is included.)
- (nn) 252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (Applies to Contract if deliverables include manufacture, modification, overhaul, or repair of aircraft, missiles, or space launch vehicles. Calls for cooperation in any accident investigations.)
- (oo) 252.229-7004 STATUS OF A CONTRACTOR AS A DIRECT CONTRACTOR (SPAIN) (Applies to Contract and subcontracts at all tiers requiring the import into Spain of supplies for construction, development, maintenance, or operation of Spanish-American installations and facilities.)
- (pp) 252.229-7011 REPORTING OF FOREIGN TAXES – U/S ASSISTANCE PROGRAMS (Applies to Contract and subcontracts at all tiers for commodities exceeding \$500 funded with U.S. assistance appropriations provided in the annual foreign operations appropriations act.)
- (qq) 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (Applies to Contract if EVMS is a requirement of the prime contract and Contract is over \$50,000,000, or under, \$50,000,000 when directed by the Government Contracting Officer)
- (rr) 252.235-7002 ANIMAL WELFARE (Applies to Contract and subcontracts at all tiers involving research of live vertebrate animals.)
- (ss) 252.235-7003 FREQUENCY AUTHORIZATION (Applies to Contract and subcontracts at all tiers that call for developing, producing, testing or operating a device for which a radio frequency authorization is required.)
- (tt) 252.236-7004 PROTECTION OF HUMAN SUBJECTS (Applies to Contract and subcontracts at all tiers that include research involving human subjects (not cadaver materials.)
- (uu) *252.236-7013 REQUIREMENTS FOR COMPETITION OPPORTUNITY FOR AMERICAN STEEL PRODUCERS, FABRICATORS, AND MANUFACTURERS (Applies to Contract and subcontracts at all tiers that involve the acquisition of steel as a construction material.)
- (vv) *252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (Applies to Contract and subcontracts at all tiers that require personnel to interact with detainees in the course of their duties.)
- (ww) *252.237-7019 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (Applies to Contract and subcontracts at all tiers that require personnel to interact with detainees in the course of their duties.)
- (xx) 252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (Applies to Contract and subcontracts at all tiers if a service contract for essential services supporting DoD mission essential functions such as support of vital defense systems.)
- (yy) 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (Applies to Contract and subcontracts at all tiers that require securing of communications.)
- (zz) 252.239-7018 SUPPLY CHAIN RISK (Applies to Contract and subcontracts at all tiers involving the development or delivery of any information technology, whether acquired as a service or as a supply. Information technology refers to the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by a DoD agency.)
- (aaa) *252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (Applies to Contract if issued for commercial items under commercial item contractual flow down terms.)
- (bbb)* 252.246-7003 NOTIFICATION OF POTENTIAL

SAFETY ISSUES (Applies to Contract if for purchase of parts identified as critical safety items, Systems and subsystems, assemblies, and subassemblies integral to a system, or Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.)

- (ccc) 252.247-7003 PASS-THROUGH OF MOTOR CARRIER FUELSURCHARGE ADJUSTMENT TO THE COST BEARER (Applies to Contract and subcontracts at all tiers with motor carriers, brokers or freight forwarders.)
- (ddd) *252.246-7007 COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (Applies to Contract if note on face of purchase order states that clause is applicable, and must be flowed down to subcontracts at all tiers.)
- (eee) *252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Applies to Contract and subcontracts at all tiers if exceeding the Simplified Acquisition Threshold and Paragraphs (a) through (e) and (h) apply to subcontracts at or below the Simplified Acquisition Threshold.)
- (fff) *252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (Applies to Contract and subcontracts at all tiers for transportation by sea of certain parts and components.)
- (ggg) 252.249-7002 NOTIFICATION OF ANTICIPATED PROGRAM TERMINATION OR REDUCTION (Applies to Contract if for Major Defense Program and over \$650,000 and to SELLER's subcontracts at all tiers if over \$150,000.)

I. CERTIFICATIONS AND REPRESENTATIONS

(1) THIS CLAUSE CONTAINS CERTIFICATIONS AND REPRESENTATIONS THAT ARE MATERIAL REPRESENTATIONS OF FACT UPON WHICH NVISION SOLUTIONS WILL RELY IN MAKING AWARDS TO CONTRACTOR. BY SUBMITTING ITS WRITTEN OFFER, OR PROVIDING ORAL OFFERS/QUOTATIONS AT THE REQUEST OF NVISION SOLUTIONS, OR ACCEPTING ANY CONTRACT, CONTRACTOR CERTIFIES TO THE REPRESENTATIONS AND CERTIFICATIONS AS SET FORTH BELOW IN THIS CLAUSE. THESE CERTIFICATIONS SHALL APPLY WHENEVER THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE IN ANY CONTRACT, AGREEMENT, OTHER CONTRACTUAL DOCUMENT OR ANY QUOTATION, REQUEST FOR QUOTATION (ORAL OR WRITTEN), REQUEST FOR PROPOSAL OR SOLICITATION (ORAL OR WRITTEN), ISSUED BY NVISION SOLUTIONS. CONTRACTOR SHALL IMMEDIATELY NOTIFY NVISION SOLUTIONS OF ANY CHANGE OF STATUS WITH REGARD TO THESE CERTIFICATIONS AND REPRESENTATIONS.

(2) NVISION SOLUTIONS is relying on Seller's certifications and representations in the United States Government System for Award Management (SAM) Website and/or other certifications and representations made directly by Contractor to NVISION SOLUTIONS when awarding this Contract and any modifications thereto. By signing the Contract or starting work on Contract, Seller confirms and re-validates that all certifications and representations made by Seller in the United States Government System for Award Management (SAM) Website and/or other certifications and representations made directly by Seller to NVISION SOLUTIONS are confirmed and certified to NVISION SOLUTIONS as being accurate and complete as of the effective date of the respective executed Contract or modification. If Seller is registered in SAM, Seller agrees to renew the certifications and representations annually or as required when reporting certifications and representations in SAM. (The SAM Certifications and Representations are available [Online] at: <https://www.sam.gov>) Seller shall promptly notify the NVISION SOLUTIONS Contractual Point of Contact of any changes to certifications and representations up to delivery date concerning the following: (1) Debarred or suspended status from government contracts, (2) small/large business classification, and (3) small business category classifications including Small Disadvantaged Business, Woman Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran Owned Small Business. Misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business may result in Federal penalties and remedies.

(3) The following clauses of the Federal Acquisition Regulation (FAR) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable to any order, agreement, or subcontract. In each clause incorporated below, substitute "NVISION SOLUTIONS" for "Government" and "Contracting Agency" and "NVISION SOLUTIONS Procurement Representative" for "Contracting Officer" throughout.

(a) FAR 52.203-12 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
(Applicable to contracts exceeding \$150,000)

(1) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions are hereby incorporated by reference in paragraph (b) of this certification.

(2) CONTRACTOR certifies that to the best of its knowledge and belief that

(a) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to

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any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with a solicitation or order, Seller shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, in accordance with its instructions, and

(c) Seller shall include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(3) Submission of this certification and disclosure is a prerequisite for making or entering into a contract as imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(b) **FAR 52.209-6 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.** (Applicable to contracts exceeding \$35,000)

(1) CONTRACTOR certifies that, to the best of its knowledge and belief, that CONTRACTOR and/or any of its Principals, (as defined in FAR 52.209-5,) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

(2) CONTRACTOR shall provide immediate written notice to NVISION SOLUTIONS if, any time prior to award of any contract, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) **FAR 52.222-22 Previous Contracts and Compliance Reports.** CONTRACTOR represents that if CONTRACTOR has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26) and (i) CONTRACTOR has filed all required compliance reports and (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(d) **FAR 52.222-25 Affirmative Action Compliance.** CONTRACTOR represents (1) that CONTRACTOR has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, CONTRACTOR will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this Contract.

(e) **FAR 52.223-13 Certification of Toxic Chemical Release Reporting** (Applicable to competitive solicitations/contracts which exceed \$100,000)

(1) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(2) CONTRACTOR certifies that—

(a) As the owner or operator of facilities that will be used in the performance of this Contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), SELLER will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(b) None of its owned or operated facilities to be used in the performance of this Contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.