

## **A-2 PROVISIONS FOR GOVERNMENT CONTRACTS**

### **1. ORDER OF PRECEDENCE**

In the event of an inconsistency in this order, unless otherwise provided, the inconsistency shall be resolved by giving precedence in the following order:

- A. Terms and conditions incorporated in the first and succeeding pages of Buyer's order, as amended.
- B. Terms and conditions incorporated and referenced herein (A-2 Provisions for Government Contracts).
- C. Supplemental Provisions for Government Contracts (D-2 Provisions for Defense Contracts or N-2 Provisions for NASA Contracts)
- D. Standard ILC Dover Purchase Order terms and conditions (available at [www.ilcdover.com](http://www.ilcdover.com) under the "Suppliers" link).
- E. Statement of Work

### **2. FAR CLAUSES**

Goods or services provided in fulfillment of this order are chargeable to a contract issued by an agency of the U.S. Government. The Federal Acquisition Regulation (FAR) clauses cited below, in effect as of the date of the accompanying Purchase Order, are incorporated by reference with the same force and effect as if provided in full text.

As used in the FAR clauses cited below or as otherwise incorporated herein, clauses are subject to the following alterations:

- A. "Contractor" shall mean Seller
- B. "Contract" or "Schedule" shall mean Buyer's Purchase Order
- C. "Government", "Department", "Secretary", "Contracting Officer", "Controller General" and any other term of similar import shall mean Buyer.

Any other change required for Buyer to have with respect to Seller the same rights that the Government would have with respect to Buyer under any of the cited FAR clauses should they appear in a Government contract with Buyer shall also be deemed to have been made.



**3. AMENDMENTS REQUIRED BY PRIME CONTRACT**

Seller agrees that upon the request of ILC Dover it will negotiate in good faith amendments to this contract to incorporate additional provisions or changes to existing provisions as deemed necessary by ILC Dover to fulfill the requirements of the Government prime contract. If amendment to this contract causes an increase or decrease in cost or schedule, Seller may seek an equitable adjustment pursuant to the “changes” clause associated with this contract.

The following FAR clauses apply to this Purchase Order:

<b><u>FAR REFERENCE</u></b>	<b><u>FAR TITLE</u></b>
52.204-2	Security Requirements
52.204-7	System for Award Management
52.204-8	Annual Representations and Certifications
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-13	System for Award Management Maintenance
52.204-16	Commercial and Government Entity Code Reporting
52.204-17	Ownership or Control of Offeror
52.204-18	Commercial and Government Entity Code Maintenance
52.209-2	Prohibition on Contracting With Inverted Domestic Corporations - Representation
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations
52.211-5	Material Requirements
52.211-14	Notice of Priority Rating for Natural Defense, Emergency Preparedness, and Energy Program Use
52.211-15	Defense Priority and Allocation Requirements
52.215-6	Place of Performance
52.219-4	Notice of Price Evaluation Preference For HUBZone Small Business Concerns
52.219-28	Post-Award Small Business Program Representation
52.222-19	Child Labor - Cooperation with Authorities and Remedies

<b><u>FAR REFERENCE</u></b>	<b><u>FAR TITLE</u></b>
52.222-20	Walsh-Healey Public Contracts Act
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-36	Affirmative Action for Workers with Disabilities
52.222-50	Combating Trafficking in Persons
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-6	Drug-Free Workplace
52.223-11	Ozone-Depleting Substances
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-1	Buy American Act - Supplies
52.225-13	Restrictions on Certain Foreign Purchases
52.225-18	Place of Manufacture
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan - Certification
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications
52.227-11	Patent Rights - Ownership by the Contractor
52.227-13	Patent Rights-Acquisition By The Government
52.227-14	Rights in Data - General
52.227-23	Rights to Proposal Data (Technical)
52.228-7	Insurance - Liability to Third Persons
52.232-11	Extras
52.232-23	Assignment of Claims
52.232-39	Unenforceability of Unauthorized Obligations
52.232.40	Providing Accelerated Payments to Small Business Subcontractors
52.233-1	Disputes
52.234-1	Industrial Resources Developed Under Defense Production Act Title III

<b><u>FAR REFERENCE</u></b>	<b><u>FAR TITLE</u></b>
52.242-13	Bankruptcy
52.242-15	Stop Work Order
52.242-17	Government Delay of Work
52.243-1	Changes - Fixed Price
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.245-9	Use and Charges
52.246-2	Inspection of Supplies – Fixed-Price
52.246-4	Inspection of Services - Fixed Price
52.246-16	Responsibility for Supplies
52.246-23	Limitation of Liability
52.246-25	Limitation of Liability – Services
52.247-29	F.O.B. Origin
52.247-34	F.O.B. Destination
52-249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)
52.249-8	Default (Fixed-Price Supply and Service)
52.249-9	Default (Fixed-Price Research and Development)
52.252-1	Solicitation Provisions Incorporated by Reference
52.252-2	Clauses Incorporated by Reference
52.253-1	Computer Generated Forms

The following FAR clause applies to this Purchase Order if its value equals or exceeds \$25,000:

52.225-3	Buy American Act – Free Trade Agreements – Israeli Trade Act (with Alternate I \$25,000 – 49,999.99, Alternate II \$50,000 - \$77,493.99, Alternate III \$77,494 - \$99,999.99)
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The following FAR clause applies to this Purchase Order if its value equals or exceeds \$35,000:

<u>FAR REFERENCE</u>	<u>FAR TITLE</u>
52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

The following FAR clauses apply to this Purchase Order if its value equals or exceeds \$150,000:

<b><u>FAR REFERENCE</u></b>	<b><u>FAR TITLE</u></b>
52.202-1	Definitions
52.203-2	Certificate of Independent Price Determination
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
52.204-5	Women Owned Business (Other Than Small Business)
52.215-2	Audit and Records-Negotiation
52.215-14	Integrity of Unit Prices
52.215-22	Limitation on Pass-Through Charges-Identification of Subcontract Effort
52.215-23	Limitations of Pass-Through Charges
52.219-8	Utilization of Small Business Concerns
52.219-22	Small Disadvantaged Business Status
52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation
52.222-35	Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-38	Compliance with Veterans Employment Reporting Requirements

52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-54	Employment Eligibility Verification
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3	Patent Indemnity
52.228-5	Insurance - Work on a Government Installation
52.229-3	Federal, State and Local Taxes
52.229-6	Taxes - Foreign Fixed-Price Contracts
52.244-2	Subcontracts
52.244-5	Competition in Subcontracting
52.246-24	Limitation of Liability – High-Value Items
52.247-63	Preference for U.S.-Flag Air Carriers
52.248-1	Value Engineering
52.249-2	Termination for Convenience of the Government (Fixed-Price)

The following FAR clause applies to this Purchase Order if its value equals or exceeds \$204,000:

52.225-5	Trade Agreements
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The following FAR clauses apply to this Purchase Order if its value equals or exceeds \$550,000:

<b><u>FAR REFERENCE</u></b>	<b><u>FAR TITLE</u></b>
52.209-7	Information Regarding Responsibility Matters
52.209-9	Updates of Information Regarding Responsibility Matters



The following FAR clauses apply to this Purchase Order if its value equals or exceeds \$700,000:

<b><u>FAR REFERENCE</u></b>	<b><u>FAR TITLE</u></b>
52.219-9	Small Business Subcontracting Plan
52.219-16	Liquidated Damages – Subcontracting Plan
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.230-4	Disclosure and Consistency of Cost Accounting Practices For Contracts Awarded to Foreign Concerns
52.230-6	Administration of Cost Accounting Standards

The following FAR clauses apply to this Purchase Order if its value equals or exceeds \$750,000:

<b><u>FAR REFERENCE</u></b>	<b><u>FAR TITLE</u></b>
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-12	Subcontractor Cost or Pricing Data
52.215-13	Subcontractor Cost or Pricing Data - Modifications
52.215-15	Pension Adjustments and Asset Reversions
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
52.215-19	Notification of Ownership Changes

The following FAR clauses apply to this Purchase Order if its value equals or exceeds \$5,500,000:

<b><u>FAR REFERENCE</u></b>	<b><u>FAR TITLE</u></b>
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Poster(s)
52.210-1	Market Research

**4. INDEMNITY FOR COST OR PRICING DEFECTS**

This subcontract includes all clauses required by Public Laws 87-653 and 91-379 and the regulations implementing such laws, including respectively:

(A) 52.215-10 Price reduction for defective cost or pricing data; 52.215-2 Audit and records-Negotiation; 52.215-12 Subcontractor Cost or Pricing Data; and (B) clauses relating to Cost Accounting Standards. Supplier shall comply with the requirements placed on subcontractors under such clauses, if such requirements are or become applicable hereto and further, shall indemnify and hold ILC Dover harmless from and against any loss or damage under ILC Dover's contracts with its customers as a result of a determination by a contracting officer, pursuant to the foregoing requirements that with respect to (A) above, Supplier's charges to ILC Dover were overstated or excessive; and/or with respect to (B) above, that Supplier has not complied with an applicable Cost Accounting Standard, rule adjustment demanded by the United States thereunder.

**5. ANTI-KICKBACK STATUTES**

Seller is reminded that certain Federal statutes (including but not limited to P.L. 86-695, pertaining to kickbacks) may apply to subcontracts under Federal Prime Contracts, without being incorporated into such subcontracts.

Seller's attention is called to FAR clause number 52.203-7 referenced in Section 2 herein.

**6. NATIONAL LABOR RELATIONS ACT – EMPLOYEE NOTICE CLAUSE**

Executive Order 13496 requires Federal contractors and subcontractors to post a lengthy new notice informing their employees of their rights under the National Labor Relations Act ("NLRA") and to include a condition in any subcontract or purchase order entered into in connection with a covered government contract requiring the subcontractor to comply with the notice obligation.

The notice posting requirements are to be included in all federal contracts and all subcontracts and purchase orders that exceed \$10,000.

Refer to 29 CFR Part 471, Appendix A to Subpart A, for specific details.