

PURCHASE ORDER TERMS AND CONDITIONS
Effective MAY 2021

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- Attachment A-2: FAR/DFAR Clauses for Non-Commercial Firm Fixed Price**
- Attachment B: Equal Opportunity Clauses**

Article 1. DEFINITIONS

Where appropriate, any references contained in these Terms and Conditions or within any Attachments with the term “Government” shall mean Buyer, “Contractor” shall mean Seller, and “Contract” shall mean Purchase Order. The terms “Government” or “Contracting Officer” do not change: (i) when a right, act, authorization, or obligation can be granted or performed only by the Government, (ii) when access to proprietary financial information or other proprietary data is required, (iii) when title to property is to be transferred directly to the Government.

Article 2. STATEMENT OF WORK

The Purchase Order will incorporate a Statement of Work as applicable.

Article 3. WEB BASED TOOLS

Purchase Order for services shall maximize the use of web-enabled tools for management. This includes, but is not limited to: Requests for Proposals, Proposal submission, Bid/no-bid decisions, Purchase Order awards and modification, Condition Reports, Status reporting, and Financial reporting.

User accounts and detailed posting requirements will be provided by the Buyer upon award.

Article 4. PURCHASE ORDER TYPE/FEE

The Seller shall provide services and/or material in accordance with the Statement of Work determined by individual Task/Purchase Orders or as detailed on the Purchase Order. The type of Task/Purchase Order shall be Firm Fixed Price.

The prices of the supplies and services offered by the Seller shall include all applicable Federal, state, and local taxes.

The Buyer shall not pay the Seller any amount greater than the funding limitation notated per Purchase Order Line Item.

Article 5. RESERVED

Article 6. FUNDING AND LIMITATION OF COST/FUNDS

Funding. The Purchase Order ceiling value represents the total potential value. The Buyer shall not pay the Seller any amount greater than the funding limitation notated per Purchase Order Line Item.

Services – Limitation of Funds/Costs. The Seller will notify the Buyer in writing whenever it has reason to believe that the costs that the Seller expects to incur will exceed 75% of each authorized Purchase Order line

item funded amount. The notification shall be in accordance with Federal Acquisition Regulation (“FAR”) 52.232-20, Limitation of Cost or FAR Clause 52.232-22, Limitation of Funds. The Buyer is not obligated to reimburse the Seller for any costs incurred in excess of the amount specified on the Purchase Order award.

Article 7. RESERVED

Article 8. INVOICING INSTRUCTIONS AND PAYMENT

A. Invoices/vouchers shall be submitted not more frequently than once per month covering the amount claimed to be due for services rendered and costs incurred hereunder. They will be submitted not later than 10 days after the service is performed. Invoices for material shall be submitted when the item has been received, inspected, and accepted.

B. Invoices shall be submitted to:

Prism Maritime LLC
1416 Kelland Drive, Suite B
Chesapeake, VA 23320
Attn: Accounts Payable

or via email to AP@PrismMaritime.com

Seller shall not send duplicate invoices via facsimile and/or U.S. mail.

C. Invoices/vouchers will contain the following information:

1. Purchase Order Number
2. Delivery Order Number, if applicable
3. Date of Invoice
4. Invoice Period of Performance
5. Invoice or Voucher Number
6. Purchase Order Value
7. Invoice per Purchase Order Line Item
8. Additional information as requested

If submitting partial invoices, the last invoice will be identified as the “Final Voucher”.

C. Payment terms are ten (10) working days after Buyer receives payment from the Government for Seller's work, **or as detailed on the Purchase Order.**

D. All payments made under the Purchase Order will be mailed to the address provided by the Seller.

Article 9. DELIVERIES OR PERFORMANCE

- A. Task/Performance under this Purchase Order within the overall period of performance as set forth in Article 12 below and under the funds (if applicable) allotted hereto.
- B. In the event it becomes necessary to transmit classified matter by mail, the transmittal shall be in accordance with DoD (DD 522.22-M) National Industrial Security Program Operations Manual (NISPOM).
- C. Buyer is the primary Point of Contact (POC) for the effort under the Prime Contract. If the Customer contacts the Seller directly concerning any aspect of the Prime Contract including specifically work under this Purchase Order, the Seller will coordinate with the Buyer prior to responding to such communications. Buyer shall not be liable for any work performed at the direction of the Customer which exceeds the Statement or Work and/or Purchase Order under this Purchase Order. In no event shall the Seller contact the Customer's Technical or Contractual Representatives without prior consent from the Buyer's Representatives.
- D. Notwithstanding provisions contained elsewhere, Buyer's Contractual Point of Contact is the only person authorized to approve changes in any of the requirements of this Purchase Order. In the event the Seller effects any change at the direction of any person other than the Buyer's Contractual Point of Contact, the change will be considered to have been made without authority and no adjustment will be made in the Purchase Order price to cover any increase in charges incurred as a result thereof.

Article 10. DESCRIPTION/SPECIFICATIONS

A. REQUIRED STANDARD OF WORKMANSHIP

Unless otherwise stated in the Purchase Order or Statement of Work, work shall conform to the applicable NAVSEA Standard Items in effect at the time of Purchase Order award, and the General Specifications for Surface Ship Overhaul (GSO) 2016 (applicable to overhaul work on surface ships). Unless otherwise specifically provided in the Purchase Order, the quality of all services/products shall conform to the requirements of the Purchase Order and Statement of Work. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, holding any licenses or certifications required by the government or individual

worksite facility; specific license/certification requirements shall be detailed in the Statement of Work.

B. DELIVERY OF DATA

Time and delivery of data is specified per Task/Purchase Order or Prism's Technical Manager.

Article 11. POINTS OF CONTACT

CONTRACT ADMINISTRATION

TECHNICAL LIAISON

Buyer: Signatory on Purchase Order
Prism Maritime LLC
1416 Kelland Dr. Suite B
757-460-8800

Per SOW
Prism Maritime LLC
1416 Kelland Dr, Suite B
757-460-8800

Article 12. PREPARATION FOR DELIVERY

A. PACKAGED ITEMS

Store, Package and ship required materials (including hazardous materials) in accordance with federal, state and local laws and regulations.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

B. PLACE OF DELIVERY

All data items to be delivered under this Purchase Order shall be delivered, transportation charges paid by the Seller, to:

See Purchase Order

Article 13. HOLIDAYS

(a) Federal Holidays shall be observed as follows:

Name of Holiday

New Year's Day
Martin Luther King's Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES – As approved by Buyer.

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Seller in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Seller is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the Purchase Order as direct cost provided such charges are consistent with the Seller's accounting practices.

(d) This Purchase Order does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Buyer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

Article 14. TRAVEL

Travel shall be incurred and invoiced in strict accordance with the terms of this Purchase Order and in compliance with FAR Part 31.205-46.

Article 15. OTHER DIRECT COSTS

Material limitation amount as specified in individual Purchase Order.

All Other Direct Costs shall be incurred and invoiced in strict accordance with the terms of this Purchase Order and in compliance with FAR Subpart 31.205.

Article 16. PERIOD OF PERFORMANCE

The Period of Performance shall be the date determined per individual Statement of Work/Purchase Order.

Article 17. SECURITY/SAFETY REQUIREMENTS

A. SECURITY

The Seller will ensure that their personnel comply with all applicable DoD, DoN, NAVSEA, and local Navy Installation security instructions, policies, procedures and guidance both on and off Government property at remote sites or travel destinations, to include following proper check-in and check-out procedures of all contractor personnel occupying Government facilities or otherwise requiring physical access. All CAC or Entry Badges will be returned promptly upon employee separation or termination/completion of task order.

The Seller shall comply with all applicable DoD, DoN, NAVSEA, and local Navy Installation Safety instructions, policies, procedures and guidance while on and off Government property, remote sites or travel destinations. The Seller shall request clarification of safety procedures and guidance from the Buyer in any case where ambiguity or confusion may arise. All unsafe working conditions shall be reported immediately.

This effort shall be deemed unclassified.

B. SAFETY

Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Seller to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Seller will be required to work with the Buyer to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The Purchase Order does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the subcontractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

The Seller shall request clarification of security and safety procedures and guidance from the Buyer in any case where ambiguity or confusion may arise. All unsafe working conditions shall be reported immediately.

Article 18. **ORGANIZATIONAL CONFLICT OF INTEREST**
Seller represents and warrants that this Agreement does not currently present a perceived, actual, or potential Organizational Conflict of Interest in accordance with FAR Part 9.5

Article 19. **GOVERNMENT PROPERTY**
Government Property provided to or acquired by the Seller as authorized in writing by the Buyer is subject to the provisions of the FAR regulating Government Property to include FAR PART 45, FAR Clause 52.245-1, and DFAR Part 245.

The Seller shall establish and maintain adequate control records for all GFE/GFM.

Article 20. **NON SOLICITATION AGREEMENT**
During the period of performance of this Purchase Order and for a period of one (1) year following the termination of this Purchase Order, neither party hereto shall directly solicit for-hire nor knowingly allow its employees to directly solicit for hire any employee of the other associated with the performance of this Purchase Order. This shall not preclude employees of either party from responding to job postings published for the general public in newspapers or websites by either party.

Article 21. **ASSIGNMENT OF AGREEMENT**
Seller may not assign or otherwise transfer in whole or in part this Purchase Order without the express prior written consent of the Buyer, which consent will not unreasonably be withheld. The foregoing shall not apply in the event the Buyer changes its corporate name or merges with another corporation, however, Buyer shall promptly notify Seller of any such activity. The agreement to assignment shall not release either party from liability.

Article 22. **WAIVER OF AGREEMENT**
This Purchase Order shall not be amended or modified, nor shall any waiver of any right hereunder be effective unless set forth in a document executed by duly authorized representatives of both the Buyer and the Seller. The waiver of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

If any part, term, or provision of this Purchase Order shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local Government having jurisdiction, the validity of the remaining portion or provisions shall not be affected thereby.

Article 23. **TERMINATION/DEFAULT**

The following clauses are hereby incorporated in this Purchase Order as if set forth in full text. The Buyer may terminate performance of work under this Purchase Order, in whole or in part, at Buyer’s sole discretion. The applicable clause shall be applied based on the Purchase Order type detailed in the award and read in accordance with Article 1:

Clause	Name	Version	Modified as follows:
FAR 52.249-2	Termination for Convenience (Fixed Price)	APR 2012	<ul style="list-style-type: none"> • In Paragraph (c), insert “90 days” in place of “120 days” and “90-day period” in place of “120-day period” • In Paragraph (e), insert “9 months” in place of “1 year” and “9-month period” in place of “1-year period”
FAR 52.249-4	Termination for Convenience (Services) (Short Form)	APR 1984	N/A
FAR 52.249-8	Default (Fixed Price Supply and Service)	APR 1984	In Paragraph (a)(2), insert “5 days” in place of “10 days”

Article 24. **INSURANCE**

A. **INSURANCE**

The Seller, at the Seller’s expense, shall maintain, at all times, during the term of this Purchase Order, the types of insurance and minimum amounts set forth below:

1. **General Liability** – Coverage shall be written with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This shall include coverage for third party bodily injury and property damage, personal injury, products and completed operations, contractual liability, and independent contractors’ liability.
2. **Automobile Liability** – Coverage shall be written for any auto, hired auto, and non-owned auto utilized in performance with limits not less than \$1,000,000 per occurrence combined single limit, for bodily injury, and property damage liability.
3. **Workers Compensation and Employer’s Liability** - Coverage shall comply with the obligations imposed by the laws of the state where work will be performed. Where applicable, coverage of US Longshore

and Harbor Workers' Compensation Act (USL&H), the Jones Act, with limits not less than \$1,000,000 per each accident, each employee by disease, and each occurrence.

4. Waiver of Subrogation – Seller shall have policy endorsed to waive the insurer's rights of subrogation in favor of Buyer (Prism Maritime LLC).
5. Additional Insured – Seller shall have Buyer (Prism Maritime LLC) named as Additional Insured.

The Seller shall provide a copy of their Certificate of Insurance prior to the start of work that complies with the aforementioned thresholds.

B. LIMITATION OF LIABILITY

Buyer's total liability to Seller and all liabilities arising out of or related to this Purchase Order, from any cause or causes, and regardless of the legal theory, including breach of contract, warranty, negligence, strict liability, or statutory liability, shall not, in the aggregate, exceed the amounts paid to Seller under the Purchase Order at issue.

In no event shall the Buyer be liable for any special, indirect, incidental, consequential, or economic damages (including, but not limited to lost profits and lost business opportunity), regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages.

C. INDEMNIFICATION

The Seller shall indemnify and save the Buyer harmless against all claims, losses, damages, and liabilities (and actions in respect thereof) incurred or suffered by the Buyer arising out of or related to (1) the Seller's work under this Purchase Order; (2) any breach of the Seller's obligations hereunder, (3) any inaccuracy, breach or nonfulfillment of any of the representations and warranties of the Seller contained herein, or (4) any false information furnished by the Seller to the Customer or the Buyer.

Without limiting the generality of the foregoing, the Seller shall pay, indemnify and reimburse the Buyer for (i) any liquidated damages incurred by the Buyer to the Customer under the Prime Contract arising out of or resulting from any failure of the Seller to perform the Seller's work within the Performance Schedule or (ii) any legal or other expenses reasonably incurred by the Buyer in connection with investigating or defending any claim, loss, damage, liability, or action related to the Seller's work. The Seller shall also indemnify and reimburse the Buyer for all reasonable attorney, expert and consultant fees

and expenses and court costs incurred in enforcing the Buyer's rights under this Agreement, but only to the extent the Buyer is awarded such costs by a court, arbitrator, or arbitration panel.

In addition, and without limiting or altering the foregoing, the Seller shall indemnify and save the Buyer harmless against any and all claims, losses, damages and liabilities (and actions in respect thereof), incurred or suffered by the Buyer arising out of or related to any claims, complaints, demands, actions, causes of action, proceedings, or other actions or inactions initiated by Seller's employees and/or independent contractors engaged by the Seller, but only if Buyer has made payment to Seller and Seller has failed to pay the claimant, thus giving rise to the claim.

Article 25. RELATIONSHIP OF THE PARTIES

Seller shall remain an independent contractor, responsible for its own employees, property, liabilities and expenses. Buyer and Seller shall not be in a fiduciary relationship with each other and only those obligations stated in this Purchase Order shall exist. Nothing in this Purchase Order shall be construed as to create an agency, employer-employee, partnership, joint venture, or any other such relationship other than that of a prime contractor and subcontractor.

Article 26. WARRANTIES

This Purchase Order incorporates the terms of FAR 52.246-20 WARRANTY OF SERVICES (MAY 2001) as set forth below:

- (a) *Definition.* "Acceptance," as used in this clause, means the act of an authorized representative of the Buyer by which the Buyer assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

- (b) Notwithstanding inspection and acceptance by the Buyer (the acceptance period from the Buyer shall be identified on each authorized Purchase Order) or any provision concerning the conclusiveness thereof, the Seller warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Buyer shall give written notice of any defect or nonconformance to the Seller *within 30 calendar days from the date of acceptance by the Buyer.* This notice shall state either—
 - (1) That the Seller shall correct or re-perform any defective or nonconforming services; or
 - (2) That the Buyer does not require correction or re-performance.

(c) If the Seller is required to correct or re-perform, it shall be at no cost to the Buyer, and any services corrected or re-performed by the Seller shall be subject to this clause to the same extent as work initially performed. If the Seller fails or refuses to correct or re-perform, the Buyer may, by contract or otherwise, correct or replace with similar services and charge to the Seller the cost occasioned to the Buyer thereby, or make an equitable adjustment in the contract price.

(d) If the Buyer does not require correction or re-performance, the Buyer shall make an equitable adjustment in the contract price.

The aforementioned shall survive the delivery, inspection and acceptance, and payment by the Buyer.

Article 27. **DISPUTES**

During the period of this Purchase Order, the Parties shall exercise their best efforts to settle all disputes by agreement. Buyer and Seller agree that time is of the essence with respect to this Agreement; consequently, any disagreements should be resolved promptly and at the lowest level possible. Normally, the resolution process by method and in escalating order includes discussion or meetings between disagreeing individuals; meetings between organization representatives of disagreeing individuals, elevated depending on severity of problem and position of disagreeing individuals, to include meetings between the Presidents and/or Chief Executive Officers of each Party; and finally, litigation.

All disputes between the parties arising from or related to this Purchase Order shall be litigated in either the Circuit Court of Chesapeake, Virginia or the United States District Court for the Eastern District of Virginia, Norfolk Division. The Buyer and Seller irrevocably submit to the exclusive jurisdiction and venue of such courts, and further agree not to object to jurisdiction and venue of such court, and further agree not to object to jurisdiction or venue based on inconvenience, lack of personal jurisdiction or similar grounds. **THE SELLER WAIVES ANY REQUEST FOR A JURY IN SUCH ACTION.**

The prevailing Party in any proceeding will be entitled to, in addition to any other relief granted, recover its reasonable costs and attorney's fees.

With respect to any claim made by the Seller for which the Customer is or may be liable, the Seller agrees that it will prepare its claim and will timely present it to the Buyer for submission to the Customer, at the Seller's sole expense, under the Contract Disputes Act of 1978, the Disputes clause of the Prime Contract, or any other disputes resolution provisions of the Prime Contract. Provided that the Seller bears all expense of doing so, the Buyer will cooperate with the Seller in sponsoring and submitting such claim to the Customer and will execute all

documents which are necessary in order to pursue such claim on behalf of the Seller and will pay to the Seller any amounts recovered on the Seller's claim, less any expenses incurred by the Buyer in prosecuting the Seller's claim including, but not limited to, attorney, consultant and expert witness fees and expenses and the Buyer's mark-up. The Buyer shall not have any obligation, however, to sponsor, submit or prosecute a claim by the Seller that the Buyer does not in good faith believe meets all applicable requirements pertaining to the submission of claims to the Government. The Seller agrees that it will bear all the costs, including legal, expert and consultant fees and expenses, necessary to pursue such a claim against the Government, and that the remedy set forth in this Article 27 shall be the Seller's sole and exclusive remedy in lieu of any other claim against the Buyer.

Pending final decision on any dispute under this Article, Seller agrees to diligently proceed with performance.

Article 28. **CONFIDENTIALITY**

All information disclosed by either Party to the other shall be deemed to be "Proprietary Information" provided that written information is clearly marked in a conspicuous place as Proprietary Information, and information disclosed verbally, electronically, or visually or disclosed in writing without the appropriate marking is confirmed in writing as Proprietary Information no later than ten (10) working days after such disclosure. Such information is for the purpose of facilitation of work under and pursuant to this Purchase Order only and shall be kept in confidence by the receiving party. Furthermore, such information, data, documents, or other material shall not be used for any other purpose by the Seller without the prior approval of Buyer. Proprietary Information may be provided to the Government, at their written request; however, the appropriate marking shall be included. Any information, special tooling, or design developed as a result of this Purchase Order shall not be restricted for use by the Government.

Article 29. **ORDER OF PRECEDENCE**

The following provisions are incorporated and/or attached to this Purchase Order and made a part thereof.

Any inconsistency in this Purchase Order shall be resolved by giving precedence in the following order:

- (a) Mandatory FAR/DFAR Clauses
- (b) Statement of Work
- (b) Terms and Conditions (this document)
- (c) Attachments
- (d) Seller's proposal/estimate

- Article 30. **SUPERSEDING EFFECT**
This Purchase Order supersedes all written or verbal agreements, if any, and constitutes the entire agreement between the parties hereto with respect to this Purchase Order.
- Article 31. **GOVERNING LAWS**
This Purchase Order shall be construed and interpreted by the Laws of the Commonwealth of Virginia. All matters involving the federal government shall be construed and interpreted by Federal Law.
- Article 32. **BUSINESS COSTS**
Unless supported by DCMA/DCAA as a procedure of the seller's accounting procedures, the costs of general purpose business expenses required for the conduct of normal business operations will not be considered allowable direct costs in the performance of the contract. General purpose business expenses include but are not limited to the costs for items such as telephones (including cell phones) and telephone charges, copy machines, word processing, equipment, personal computers, and other office equipment and supplies. All expenses must be approved in advance by the Buyer.
- Article 33. **CYBERSECURITY, ITAR/EAR AND FCPA REGULATIONS**

A. **CYBERSECURITY**

As outlined in Attachment C (FAR/DFARS Clauses), Seller shall fully comply with DFARS 252.204-7012, SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) ("DFARS Cyber Clause") in support of its efforts under this Purchase Order, as applicable.

Seller shall implement "adequate security measures" as defined in the DFARS Cyber Clause to safeguard Covered Defense Information ("CDI"), to include unclassified controlled technical information or other information, as described in the Controlled Unclassified Information ("CUI") Registry at <http://www.archives.gov/cui/registry/category-list.html>.

When executing a Purchase Order, Buyer shall represent and warrant that it is fully compliant with the requirements outlined in the National Institute of Standards and Technology Special Publication 800-171 ("NIST SP 800-171") as required under the DFARS Cyber Clause.

Seller agrees to provide Buyer with the following notification requirements:

- (i) When submitting a request to vary from a NIST SP 800-171 security requirement in accordance with paragraph (b)(2)(ii)(B) of the DFARS Cyber Clause; and
- (ii) Provide the incident report number, automatically assigned by DoD when reporting a cyber incident to DoD as required in paragraph (c) of the DFARS Cyber Clause.
- (iii) Inform Seller in writing if, after the effective date of its representation and warranty referred to in this Article, there is any change in Buyer's circumstances that causes this representation and warranty to be untrue, inaccurate, or misleading.

B. ITAR/EAR

Seller shall comply with all applicable U.S. export laws and regulations, including International Traffic in Arms Regulations (ITAR) (Title 22, CFR Parts 120-130) and the Export Administration Regulations (EAR) (Title 15, CFR 730-774). The subject technology of this Purchase Order (including data, services, software, and hardware provided hereunder, defined as "Controlled Technology") may be controlled under these laws and regulations and may not be exported or re-exported without prior authorization in accordance with ITAR and EAR. Access to Controlled Technology by Foreign Persons as defined by 22 CFR 120.16 may require an export authorization. Seller shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under this Purchase Order.

Seller hereby certifies that all Seller employees who have access to the Controlled Technology are U.S. citizens, have permanent U.S. residency or have been granted political asylum or refugee status in accordance with 8 U.S.C. 1324b(a)(3).

C. FCPA

Seller also hereby certifies that it understands and shall comply with the Foreign Corrupt Practices Act ("FCPA"). Seller shall not interact with a foreign government, political party, or public international organization on behalf of Buyer.

Article 34. EQUAL EMPLOYMENT OPPORTUNITY

Compliance Reports. FAR Provision 52.222-22, Previous Contracts and Compliance Reports, requires the Contractor to obtain the Subcontractor's or Vendor's written confirmation that it has submitted all required compliance reports. By signing and/or execution of this Purchase Order, Seller hereby confirms that it has submitted all required compliance reports.

During the performance, the Seller agrees to comply with Attachment B, Equal Employment Opportunity Clauses.

Article 35. SECOND TIER SUBCONTRACTING

Second tier subcontracting is strictly prohibited unless explicitly proposed in Seller's bid and approved by Prism via an executed Purchase Order.

Seller shall ensure the terms and conditions of this Purchase Order are flowed down to the second-tier subcontractor. Seller shall be held liable for any non-compliance of their second-tier subcontractor.

ATTACHMENT A-1
FAR/DFAR CLAUSES
COMMERCIAL ITEMS

FAR CLAUSES:

In addition to the clauses of above, the following clauses shall apply to the Purchase Order as required by the terms of Buyer's Government Contract, by operation of law or regulation, or by the terms of the specific clauses. The FAR Clauses are hereby incorporated by reference, as applicable, and made a part of this Purchase Order.

APPLICABLE TO ALL ORDERS:

- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- 52.203-13 Contractor Code of Business Ethics and Conduct
- 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
- 52.203-16 Preventing Personal Conflict of Interest
- 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
- 52.204-6 Unique Entity Identifier
- 52.204-7 System for Award Management
- 52.204-9 Personal Identity Verification of Contractor Personnel
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards
- 52.204-12 Unique Entity Identifier Maintenance
- 52.204-13 System for Award Management Maintenance
- 52.204-14 Service Contract Reporting Requirements
- 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts
- 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
- 52.204-19 Incorporation by Reference of Representations and Certifications
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems
- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
- 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
- 52.204-26 Covered Telecommunications Equipment or Services-Representation
- 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed For Debarment
- 52.209-7 Information Regarding Responsibility Matters
- 52.211-15 Defense Priority and Allocation Requirements (UNRATED unless Purchase Order states otherwise)
- 52.212-3 Offer Representations and Certifications, Commercial Items

- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items
- 52.212-4 Contract Terms and Conditions-Commercial Items
- 52.219-8 Utilization of Small Business Concerns
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-35 Equal Opportunity for Veterans
- 52.222-36 Equal Opportunity for Workers with Disabilities
- 52.222-37 Employment Reports On Veterans
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act
- 52.222-41 Service Contract Labor Standards
- 52.222-50 Combating Trafficking in Persons
- 52.222-54 Employment Eligibility Verification
- 52.222-55 Minimum Wages Under Executive Order 13658
- 52.222-62 Paid Sick Leave Under Executive Order 13706
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
- 52.224-3 Privacy Training
- 52.225-1 Buy American Act – Supplies
- 52.225-5 Trade Agreements
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.225-26 Contractors Performing Private Security Functions Outside the United States
- 52.227-9 Refund of Royalties
- 52.227-19 Commercial Computer Software License
- 52.228-3 Workers' Compensation Insurance (Defense Base Act) (applies if the Defense Base Act applies to the work)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (applies if Seller is a small business concern; does not apply if Buyer does not receive accelerated payments under the prime contract)
- 52.233-4 Applicable Law for Breach of Contract Claim
- 52.243-1 Changes - Fixed Price
- 52.244-6 Subcontracts for Commercial Items
- 52.245-1 Government Property
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels

DFAR CLAUSES:

In addition to the provisions above, the following clauses shall apply as required by the terms of Buyer's Government Contract, by operation of law or regulation, or by the terms of the specific clauses. The following DFARS clauses, in addition to or in lieu of the FAR clauses set forth above, are hereby incorporated by reference, as applicable, and made a part of this Purchase Order.

- 252.203-7002 Requirements to Inform Employees of Whistleblower Rights
- 252.204-7000 Disclosure of Information

- 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls
- 252.204-7009 Limitations On The Use And Disclosure Of Third Party Contractor Reported Cyber Incident Information
- 252.204-7012 Safeguarding Covered Defense Information And Cyber Incident Reporting
- 252.204-7015 Disclosure of Information To Litigation Support Contractors
- 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
- 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements
- 252.204-7020 NIST SP 800-171 Assessment Requirements
- 252.204-7021 Cybersecurity Maturity Model Certification (CMMC) Requirements
- 252.211-7003 Item Unique Identification and Valuation
- 252.223-7008 Prohibition of Hexavalent Chromium
- 252.225-7001 Buy American and Balance of Payments Program
- 252.225-7007 Prohibition on Acquisition of United States Munitions List Items From Communist Chinese Military Companies
- 252.225-7008 Restriction on Acquisition of Specialty Metals
- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals
- 252.225-7010 Commercial Derivative Military Article – Specialty Metals Compliance Certificate
- 252.225-7012 Preference for Certain Domestic Commodities
- 252.225-7021 Trade Agreements
- 252.225-7048 Export-Controlled Items
- 252.226-7001 Utilization Of Indian Organizations, Indian-Owned Economic Enterprises And Native Hawaiian Small Business Concerns
- 252.227-7013 Rights In Technical Data—Noncommercial Items
- 252.227-7015 Technical Data—Commercial Items
- 252.227-7037 Validation of Restrictive Markings on Technical Data
- 252.229-7014 Taxes—Foreign Contracts in Afghanistan
- 252.232-7017 Accelerating Payments to Small Business Subcontractors-Prohibition on Fees and Consideration
- 252.239-7010 Cloud Computing Services
- 252.239-7018 Supply Chain Risk
- 252.244-7000 Subcontracts for Commercial Items
- 252.246-7003 Notification of Potential Safety Issues
- 252.246-7007 Contractor Counterfeit Electronic Part Detection And Avoidance System
- 252.246-7008 Sources of Electronic Parts
- 252.247-7023 Transportation of Supplies by Sea
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction (applies to Orders that in support of a major defense program)

**ATTACHMENT A-2
FAR/DFAR CLAUSES**

FIRM FIXED PRICE (NON-COMMERCIAL ITEMS)

FAR CLAUSES:

In addition to the clauses of above, the following clauses shall apply to the Purchase Order as required by the terms of Buyer's Government Contract, by operation of law or regulation, or by the terms of the specific clauses. The following Federal Acquisition Regulation (FAR) Clauses are hereby incorporated by reference, as applicable, and made a part of this Purchase Order.

APPLICABLE TO ALL ORDERS:

- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- 52.204-19 Incorporation by Reference of Representations and Certifications
- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
- 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
- 52.204-26 Covered Telecommunications Equipment or Services-Representation
- 52.209-5 Certification Regarding Responsibility Matters
- 52.211-5 Material Requirements
- 52.216-25 Contract Definitization
- 52.219-8 Utilization of Small Business Concerns
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-50 Combating Trafficking in Persons and Alt I
- 52.223-3 Hazardous Material Identification and Material Safety Data
- 52.223-6 Drug-Free Workplace
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.242-15 Stop-Work Order
- 52.243-1 Changes – Fixed Price
- 52.244-6 Subcontracts for Commercial Items
- 52.245-1 Government Property
- 52.246-2 Inspection of Supplies- Fixed-Price
- 52.246-4 Inspection of Services – Fixed-Price
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels

ORDERS EXPECTED TO EXCEED \$3,500:

- 52.222-54 Employment Eligibility Verification
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving

ORDERS EXPECTED TO EXCEED \$10,000 ALSO INCLUDE:

52.222-40 Notification of Employee Rights Under the National Labor Relations Act

ORDERS EXPECTED TO EXCEED \$15,000 ALSO INCLUDE:

52.222-36 Equal Opportunity for Workers With Disabilities

ORDERS EXPECTED TO EXCEED \$30,000 ALSO INCLUDE:

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards

ORDERS EXPECTED TO EXCEED \$35,000 ALSO INCLUDE:

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment

ORDERS EXPECTED TO EXCEED THE SIMPLIFIED ACQUISITION THRESHOLD ALSO INCLUDE:

52.202-1 Definitions

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

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

52.215-2 Audit and Records – Negotiation

52.215-14 Integrity of Unit Prices

52.222-17 Nondisplacement of Qualified Workers (applies to Orders for services)

52.222-35 Equal Opportunity for Veterans (applies to Orders that exceed \$150,000 unless exempted by rules, regulations, or orders of the Secretary of Labor) and Alt I

52.222-37 Employment Reports On Veterans

52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items

52.227-1 Authorization and Consent (applies only if in Buyer's Government Contract)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement

52.244-2 Subcontracts

52.248-1 Value Engineering

ORDERS EXPECTED TO EXCEED \$700,000 ALSO INCLUDE:

52.219-9 Small Business Subcontracting Plan

52.219-16 Liquidated Damages – Subcontracting Plan

ORDERS EXPECTED TO EXCEED \$2,000,000 ALSO INCLUDE:

52.214-26 Audit and Records – Sealed Bidding

52.215-12 Subcontractor Certified Cost or Pricing Data

52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications

52.215-22 Limitation on Pass-Through Charges—Identification of Subcontract Effort

52.215-23 Limitations on Pass-Through Charges

52.242-3 Penalties for Unallowable Costs

ORDERS EXPECTED TO EXCEED \$5,500,000 ALSO INCLUDE:

52.203-13 Contractor Code of Business Ethics and Conduct

52.203-14 Display of Hotline Poster(s)

ORDERS ALSO INCLUDE THE FOLLOWING UNLESS OTHERWISE EXEMPT:

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009

52.203-16 Preventing Personal Conflicts of Interest

52.204-2 Security Requirements

52.204-9 Personal Identity Verification of Contractor Personnel

52.204-14 Service Contract Reporting Requirements,

52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts.

52.204-21 Basic Safeguarding of Covered Contractor Information Systems

52.207-4 Economic Purchase Quantity – Supplies

52.207-5 Option to Purchase Equipment (applies if Order involves a lease with option to purchase)

52.208-8 Required Sources for Helium and Helium Usage Data (applies if Order involves a major helium requirement)

52.211-15 Defense Priority and Allocation Requirements (applies to Orders that contain a DPAS rating)

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data

52.215-11 Price Reduction for Defective Certified 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

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications

52.216-5 Price Redetermination- Prospective

52.216-6 Price Redetermination- Retroactive

52.216-16 Incentive Price Revision– Firm Target

52.216-17 Incentive Price Revision– Successive Targets

52.222-1 Notice to the Government of Labor Disputes

52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation

52.222-41 Service Contract Labor Standards

52.222-43 Fair Labor Standards Act and Service Contract Labor Standards- Price Adjustment (

52.222-44 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustments

52.222-55 Minimum Wages under Executive Order 13658

52.222-62 Paid Sick Leave Under Executive Order 13706

- 52.223-7 Notice of Radioactive Materials
- 52.224-2 Privacy Act
- 52.224-3 Privacy Training
- 52.225-1 Buy American Act – Supplies
- 52.225-3 Buy American Act—Free Trade Agreements—Israeli Trade Act
- 52.225-4 Buy American Act North American Free Trade Agreement – Israeli Trade Act Certificate
- 52.225-5 Trade Agreements
- 52.225-6 Trade Agreements – Certificate
- 52.225-8 Duty-Free Entry
- 52.225-26 Contractors Performing Private Security Functions Outside the United States
- 52.227-9 Refund of Royalties
- 52.227-10 Filing of Patent Applications – Classified Subject Matter
- 52.227-11 Patent Rights – Ownership by the Contractor
- 52.227-13 Patent Rights—Ownership by the Government
- 52.227-14 Rights in Data – General
- 52.227-16 Additional Data Requirements
- 52.227-19 Commercial Computer Software License (
- 52.228-3 Workers’ Compensation Insurance (Defense Base Act) (applies if the Order is subject to the Defense Base Act)
- 52.228-5 Insurance – Work on a Government Installation
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (applies to Orders with small business concerns)
- 52.234-1 Industrial Resources Developed Under Title III, Defense Production Act
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation
- 52.239-1 Privacy or Security Safeguards
- 52.243-6 Change Order Accounting
- 52.245-9 Use and Charges
- 52.246-2 Inspection of Supplies – Fixed-Price
- 52.246-4 Inspection of Services – Fixed-Price
- 52.247-63 Preference for U.S.-Flag Air Carriers

COST ACCOUNTING STANDARDS:

The following provisions pertaining to Cost Accounting Standards are applicable as stated in the Order.

- 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—Foreign Concerns
- 52.230-5 Cost Accounting Standards—Educational Institution
- 52.230-6 Administration of Cost Accounting Standards

DFARS CLAUSES:

In addition to the provisions of ABOVE, the following clauses shall apply as required by the terms of Buyer's Government Contract, by operation of law or regulation, or by the terms of the specific clauses. The following DFARS clauses, in addition to or in lieu of the FAR clauses set forth above, are hereby incorporated by reference, as applicable, and made a part of this Purchase Order.

APPLICABLE TO ALL ORDERS:

252.203-7000 Requirements Relating To Compensation Of Former DOD Officials
252.203-7002 Requirements to Inform Employees of Whistleblower Rights

252.204-7003 Control of Government Personnel Work Product

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls

252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support

252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services

252.225-7012 Preference for Certain Domestic Commodities

252.225-7048 Export-Controlled Items

252.243-7001 Pricing of Contract Modifications

252.244-7000 Subcontracts for Commercial Items

252.244-7001 Contractor Purchasing System Administration-Basic

ORDERS EXPECTED TO EXCEED \$150,000 ALSO INCLUDE:

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (

252.209-7004 Subcontracting With Firms That Are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism

ORDERS EXPECTED TO EXCEED \$500,000 ALSO INCLUDE:

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns

ORDERS EXPECTED TO EXCEED \$1,000,000 ALSO INCLUDE:

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements

ORDERS EXPECTED TO EXCEED \$5,500,000 ALSO INCLUDE:

252.203-7003 Agency Office of the Inspector General

252.203-7004 Display of Fraud Hotline Poster(s)

ORDERS ALSO INCLUDE THE FOLLOWING UNLESS OTHERWISE EXEMPT:

252.204-7000 Disclosure of Information

252.204-7009 Limitations on the Use Or Disclosure of Third-Party Contractor Reported Cyber Incident Information

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting

252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors

252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements

252.204-7020 NIST SP 800-171 Assessment Requirements

252.204-7021 Cybersecurity Maturity Model Certification (CMMC) Requirements

252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material

252.209-7009 Organizational Conflict of Interest- Major Defense Acquisition Program

252.211-7003 Item Identification and Valuation

252.211-7006 Passive Radio Frequency Identification

252.211-7007 Reporting of Government-Furnished Equipment in the DoD Item Unique Identification

252.219-7003 Small Business Subcontracting Plan (DoD Contracts)

252.219-7004 Small Business Subcontracting Plan (Test Program)

252.222-7000 Restrictions on Employment of Personnel

252.222-7002 Compliance With Local Labor Laws (Overseas)

252.223-7001 Hazard Warning Labels

252.223-7002 Safety Precautions for Ammunition and Explosives

252.223-7003 Change in Place of Performance – Ammunition and Explosives

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials and Alt I

252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives

252.223-7008 Prohibition of Hexavalent Chromium

252.225-7001 Buy American Act and Balance of Payments Program and Alt I

252.225-7002 Qualifying Country Sources as Subcontractors

252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies

252.225-7008 Restriction on Acquisition of Specialty Metals

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals

252.225-7013 Duty-Free Entry

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings

252.225-7020 Trade Agreements Certificate—Basic

252.225-7021 Trade Agreements

252.225-7025 Restrictions on Acquisition of Forgings

252.225-7028 Exclusionary Policies and Practices of Foreign Governments

252.225-7033 Waiver Of United Kingdom Levies

252.225-7035 Buy American--Free Trade Agreements--Balance of Payments Program Certificate—Basic

252.225-7036 Buy American—Free Trade Agreements—Balance of Payments Program

252.225-7039 Defense Contractors Performing Private Security Functions Outside the United States

252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States

252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States

252.225-7047 Exports By Approved Community Members in Performance of the Contract

252.225-7051 Prohibition on Acquisition of Certain Foreign Commercial Satellite Services

252.227-7013 Rights in Technical Data – Noncommercial Items

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation

- 252.227-7015 Technical Data—Commercial Items
- 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions
- 252.227-7018 Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program
- 252.227-7019 Validation of Asserted Restrictions – Computer Software
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
- 252.227-7026 Deferred Delivery of Technical Data or Computer Software
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government
- 252.227-7030 Technical Data – Withholding of Payment
- 252.227-7037 Validation of Restrictive Markings on Technical Data
- 252.227-7038 Patent Rights – Ownership by the Contractor (Large Business)
- 252.227-7039 Patents – Reporting of Subject Inventions
- 252.228-7001 Ground and Flight Risk
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
- 252.229-7014 Taxes—Foreign Contracts in Afghanistan
- 252.229-7015 Taxes—Foreign Contracts in Afghanistan
- 252.231-7000 Supplemental Cost Principles
- 252.232-7017 Accelerating Payments to Small Business Subcontractors-Prohibition on Fees and Consideration
- 252.232-7004 DoD Progress Payment Rates
- 252.234-7002 Earned Value Management System
- 252.234-7004 Cost and Software Data Reporting System
- 252.235-7003 Frequency Authorization
- 252.237-7023 Continuation of Essential Contractor Services
- 252.239-7010 Cloud Computing Services
- 252.239-7016 Telecommunications Security Equipment, Devices, Techniques and Services
- 252.239-7018 Supply Chain Risk
- 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property
- 252.245-7002 Reporting Loss of Government Property
- 252.245-7003 Contractor Property Management System Administration
- 252.246-7001 Warranty of Data
- 252.246-7003 Notification of Potential Safety Issues (
- 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (
- 252.246-7008 Sources of Electronic Parts
- 252.247-7023 Transportation of Supplies by Sea
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction

ATTACHMENT B

EQUAL OPPORTUNITY CLAUSES

EXHIBIT A

During the performance of this Purchase Order, the Contractor or Subcontractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places; available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative or the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as

otherwise provided by law.

7. The Contractor will include the provisions of paragraphs 1 through 7 in every subcontractor Purchase Order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or Purchase Order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

EXHIBIT B CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities, at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term - 'segregated facilities' means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, that he will retain such certifications for his files, and that he will forward the following notice to such proposed subcontractors except where the proposed subcontractors have submitted identical certifications for specific time periods.

A certification of non-segregated facilities must be submitted prior to the award of a Purchase Order exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each Purchase Order either quarterly, semiannually, or annually.

EXHIBIT C
WRITTEN AFFIRMATIVE ACTION COMPLIANCE PROGRAM

The Contractor certifies that if it has 50 or more employees and has annual sales to the Government of \$50,000 or more, it will develop a written affirmative action compliance program for each of its establishments consistent with the rules and regulations published by the Department of Labor in 41 Code of Federal Regulations (hereinafter referred to as "C.F.R.") 60-2.

EXHIBIT D
EO-1 REPORT

The Contractor certifies that if it has 50 or more employees and has annual sales to the Government of \$50,000 or more, it will file Standard Form 100 entitled: "Equal Employment Opportunity Employer Information Report EEO-1" as required by 41 C.F.R. Section 60-1.7.

EXHIBIT E
EMPLOYMENT OF THE DISABLED

Pursuant to Section 503 of the Rehabilitation Act of 1973, and under 41 C.F.R. 60-741, the affirmative action clause set forth in section 741.4 of the regulations is considered to be included in every federal contractor subcontract (i.e., Purchase Order) exceeding \$15,000.

Therefore, unless exempt, the Contractor certifies that it will take affirmative action to employ and advance in employment any qualified disabled individual, defined as "Any individual who has a physical or mental disability which for such individual constitutes or results in a substantial disability to employment."

The Equal Opportunity Clause may be put into Purchase Orders by reference, but only by citing the Equal Opportunity Clause in the regulations and including the following sentences in bold text: **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

The Contractor further certifies that it will obtain identical certifications from proposed subcontractors prior to the award of Purchase Orders exceeding \$2,500 covering the procurement of personal property and non-personal services (including construction).

EXHIBIT F EMPLOYMENT OF PROTECTED VETERANS

41 C.F.R. 60-300 contains a clause required in every Federal invitation to bid or contract for \$150,000 or more for the procurement of personal property and non-personal services (including construction), and every Purchase Order entered into in carrying out such contract, The clause which is included herein by reference (and which should be referred to in its entirety), requires among other things, that all suitable employment openings of the Contractor which exist at the time of the execution of the contract and those which occur during the performance of the contract, including those not generated by the contract and those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required. The Contractor agrees to and certifies that it is in compliance with the above provision and that it will place it in any Purchase Order of \$100,000 or more directly under this contract. Further, if required, the Contractor will annually file a VETS-100A Report.

The Equal Opportunity Clause may be put into Purchase Orders by reference, but only by citing the Equal Opportunity Clause in the regulations and including the following sentences in bold text: **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**