

ORDNANCE TECHNOLOGY SERVICE, INC.
FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

The following Federal Acquisition Regulation (“FAR”) clauses are incorporated by reference to the extent indicated below. These clauses set forth Seller’s minimum obligations and do not diminish any Seller obligations set forth elsewhere in the Order. For purposes of this introductory paragraph and the headings below, the term Order shall include any agreement between OTS and Seller. The effective version of each clause shall be the version that applies to OTS under its prime contract, higher-tier contract, or subcontract. In all cases, the clauses shall be interpreted to apply to the Seller as necessary to reflect the position of Seller as a contractor or supplier to OTS, to ensure Seller’s obligations to OTS, and to enable OTS to meet its obligations to its customer. Without limiting the foregoing: (1) unless the context of the clause or applicable law requires otherwise, the term “Contractor” shall mean Seller, the term “Contract” shall mean the Order, and the terms “Government,” “Contracting Officer” and equivalent phrases shall mean OTS and OTS’s Representative, respectively; (2) the words “Government” and “Contracting Officer” do not change when a right, act, authorization or obligation can be granted or performed only by the Government or when title to property is to be transferred directly to the Government; and (3) where a clause specifies the number of days in which Seller must act, that number shall be reduced by half. Seller shall include any applicable clauses in their contracts/orders with lower-tier suppliers to the extent specified in the clauses.

Applicable to All Contracts

- 52.203-3 Gratuities
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
- 52.211-5 Material Requirements
- 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
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.227-14 Rights in Data – General with Alternates II, III, and V (unless another data rights clause is identified as replacing this clause)
- 52.227-16 Additional Data Requirements
- 52.227-23 Rights to Proposal Data (Technical)
- 52.243-6 Change Order Accounting
- 52.244-6 Contracts for Commercial Items
- 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels

Applicable to Contracts Over \$3,500

- 52.222-54 Employment Eligibility Verification

Applicable to Contracts Over the Micro-Purchase Threshold

- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving

Applicable to Contracts Over \$10,000

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

Applicable to Contracts Over \$15,000

- 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (if Contract is for manufacture or furnishing of materials, supplies, articles or equipment)
- 52.222-36 Equal Employment for Workers with Disabilities

Applicable to Contracts Over \$35,000

- 52.209-6 Protecting the Government’s Interest When Contracting with Contractors Debarred, Suspended, or Proposed for Debarment

Applicable to Contracts Over \$150,000

- 52.203-7 Anti-Kickback Procedures (excluding (c)(1))
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- 52.222-35 Equal Opportunity for Veterans
- 52.222-37 Employment Reports on Veterans

Applicable to Contracts Over the Simplified Acquisition Threshold

- 52.203-6 Restrictions on Contractor Sales to the Government
- 52.203-16 Preventing Personal Conflicts of Interest (if Contract includes acquisition functions closely associated with inherently governmental functions)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
- 52.215-2 Audit and Records – Negotiation (Alternate I applies if Contract is funded in whole or in part with Recovery Act funds)
- 52.215-14 Integrity of Unit Prices
- 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (OCT 2021) (DEVIATION) (if Contract is for services, including construction, performed in whole or in part within the United States or its outlying areas)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement

Applicable to Contracts Over \$750,000

- 52.219-9 Small Business Contracting Plan (unless Seller is a small business)

Applicable to Contracts Over the Threshold at FAR 15.403-4

- 52.215-12 Contractor Cost or Pricing Data (if Buyer is required to submit Certified Cost or Pricing Data and Seller is not exempt under FAR 15.403)
- 52.215-13 Contractor Cost or Pricing Data – Modifications (if Buyer is required to submit Certified Cost or Pricing Data and Seller is not exempt under FAR 15.403)
- 52.230-2 Cost Accounting Standards (if Seller is required to complete Buyer’s CAS certificate prior to award and the Contract is not exempt pursuant to 48 C.F.R. 9903.201-1, subject to modified CAS coverage pursuant to 48 C.F.R. 9903.201-2, or Seller is an educational institution (other than an FFRDC) or foreign concern; delete paragraph (b))
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (if Seller is required to complete Buyer’s CAS certificate prior to award and the Contract is not exempt pursuant to 48 C.F.R. 9903.201-1, subject to full CAS coverage pursuant to 48 C.F.R. 9903.201-1, or Seller is an educational institution (other than an FFRDC) or foreign concern; delete paragraph (b))
- 52.230-4 Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns (if Seller is required to complete Buyer’s CAS certificate prior to award and Seller is a foreign concern and Contract is not exempt pursuant to 48 C.F.R. 9903.201-1; delete paragraph (b))
- 52.230-5 Cost Accounting Standards – Educational Institutions (if Seller is required to complete Buyer’s CAS certificate prior to award and Seller is an educational institution (other than an FFRDC) and

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Contract is not exempt pursuant to 9903.201-1 delete paragraph (b)
 52.230-6 Administration of Cost Accounting Standards (if 52.230-2, 52.230-3, 52.230-4, or 52.230-5 applies)

Applicable to Contracts Over \$6,000,000

52.203-13 Contractor Code of Business Ethics and Conduct
 52.203-14 Display of Hotline Posters

Applicable Only to the Extent Indicated

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (if Contract is funded in whole or in part with Recovery Act funds)
 52.204-2 Security Requirements (if Contract involves access to classified information)
 52.204-9 Personal Identity Verification of Contractor Personnel (if Seller has access to Government facilities or systems)
 52.204-21 Basic Safeguarding of Covered Contractor Information System (is Seller may have Federal contract information, as defined in the clause, residing in or transiting through its information system)
 52.207-3 Right of First Refusal of Employment (if Contract includes work currently performed by Government employees)
 52.208-8 Requires Sources for Helium and Helium Usage Data (if Contract includes major helium requirement)
 52.211-15 Defense Priority and Allocation Requirements (applies if the Contract is a rated order under subject to 15 C.F.R. 700)
 52.215-15 Pension Adjustment and Asset Reversions (if Contract meets requirements of FAR 15.408(g))
 52.215-16 Facilities Capital Cost of Money (if Contract is subject to FAR 31.2 and Seller proposed facilities capital cost of money)
 52.215-17 Waiver of Facilities Capital Cost of Money (if Contract is subject to FAR 31.2 and Seller did not propose facilities capital cost of money)
 52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (if Contract meets requirements of FAR 15.408(j))
 52.215-19 Notification of Ownership Changes (if Contract meets requirements of FAR 15.408(k))
 52.215-23 Limitation on Pass-Through Charges (if Contract meets requirements of paragraph (f))
 52.222-4 Contract Work Hours and Safety Standards - Overtime Compensation (if Contract requires or involves the employment of laborers and mechanics)
 52.222-19 Child Labor - Cooperation with Authorities and Remedies
 52.222-41 Service Contract Labor Standards (if Contract is subject to the Service Contract Labor Standards statute)
 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (if services meet all requirements for exemption)
 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements (if services meet all requirements for exemption)
 52.222-55 Minimum Wages Under Executive Order 13658 (if Contract is subject to Service Contract Labor Standards statute)
 52.222-62 Paid Sick Leave Under Executive Order 13706 (if Contract is subject to the Service Contract Act, Davis-Bacon Act, or the Fair Labor Standards Act, but only to the extent work is performed in the United States)
 52.223-3 Hazardous Material Identification and Material Safety Data (if Contract involves hazardous material; Alternate I applies if Contract supports a non-DoD entity)

52.223-5 Pollution Prevention and Right-to-Know Information with Alternate I (if Contract involves work at a Government facility; Alternate II also applies if contractor activities are required to be included within a facility compliance audit or environmental management system audit)
 52.223-7 Notice of Radioactive Materials (if Contract involves radioactive material 45 days advance written notice shall be required)
 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (if Contract is for products or services specified in FAR 23.804(a))
 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (if work includes maintenance, repair, or disposal of refrigeration equipment or air conditioners)
 52.223-20 Aerosols (if Contract is for products that contain a propellant or solvent or involves maintenance or repair of electronic or mechanical devices)
 52.223-21 Foams (if Contract is for products that contain a foam blowing agent)
 52.224-2 Privacy Act (if Contract involves system of records on individuals subject to the Privacy Act)
 52.225-8 Duty Free Entry (if supplies will be imported into the customs territory of the United States)
 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (if Contract meets criteria in 52.225-19(q))
 52.225-26 Contractors Performing Private Security Functions Outside the United States (if Contract meets the requirements in paragraph (f) of the clause)
 52.226-6 Promoting Excess Food Donation (if Contract exceeds \$25,000 and involves provision, service, or sale of food)
 52.227-9 Refund of Royalties (if royalty exceeds \$250)
 52.227-10 Filing of Patent Applications - Classified Subject Matter (if work or patent application may cover classified matters)
 52.227-11 Patent Rights - Ownership by the Contractor (if Contract includes experimental, developmental, or research work and no other Patent Rights flow-down clause is specified)
 52.228-3 Worker's Compensation Insurance (Defense Base Act) (if Defense Base Act applies)
 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (if Defense Base Act has been waived)
 52.228-5 Insurance - Work on a Government Installation (if Contract involves work on a Government installation; insurance shall per FAR 28.307-2 unless otherwise stated)
 52.232-40 Providing Accelerated Payments to Small Business Concerns (if Seller is a small business and OTS receives accelerated payments under its contract)
 52.233-3 Protest After Award (if Contract is not cost reimbursement)
 52.237-2 Protection of Government Buildings, Equipment and Vegetation (if work is performed at a Government facility)
 52.237-3 Continuity of Services (if Contract includes services)
 52.237-7 Indemnification and Medical Liability Insurance (if Contract includes health care services)
 52.239-1 Privacy or Security Safeguards (if Contract involves design, development, or operation of a system of records)
 52.242-15 Stop Work Order (if Contract is not cost reimbursement)
 52.245-1 Government Property with Alternate I (if Contract is not cost reimbursement and involves access to Government property)
 52.245-9 Use and Charges (if Contract is not cost reimbursement and involves access to Government property)
 52.247-63 Preference for U.S. Flag Air Carriers (if Contract involves international air transportation)

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Applicable to Fixed-Price Contracts

- 52.246-2 Inspection of Supplies – Fixed-Price (Alternate I applies to fixed-price incentive Contracts and Alternate II applies to fixed-ceiling-price contracts with retroactive price redetermination)
- 52.246-4 Inspection of Services – Fixed-Price
- 52.246-7 Inspection of Research and Development – Fixed-Price (applicable to research and development)