

Compulink Purchase Order Supplement 3

A. FAR/DFARS CLAUSES (Applicability to this Purchase order is indicated in the in the parenthesis following the clause title. The word “all” indicates the clause applies

REFERENCE TITLE

- 52.202-1 Definitions (applies to Orders expected to exceed the simplified acquisition threshold)
- 52.203-3 Gratuities (applies to Orders expected to exceed the simplified acquisition threshold)
- 52.203-5 Covenant Against Contingent Fees (applies to Orders expected to exceed the simplified acquisition threshold)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (applies to Orders expected to exceed the simplified acquisition threshold)
- 52.203-7 Anti-Kickback Procedures (applies to Orders expected to exceed the simplified acquisition threshold) [in para. (c)(4) delete “The Contracting Officer may” and replace with “To the extent the Contracting Officer has made an offset in Buyer’s Government Contract or directed Buyer to withhold an amount, Buyer may . . .”]
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (applies to Orders expected to exceed the simplified acquisition threshold)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (applies to Orders expected to exceed the simplified acquisition threshold)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (>\$150K)
- 52.203-13 Contractor Code of Business Ethics and Conduct (applies to Orders that exceed \$5,500,000 and where period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause)
- 52.203-14 Display of Hotline Poster(s) (applies to Orders over \$6M, except for the acquisition of commercial products or commercial services or where performance is entirely outside the United States)
- 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (applies if the Order is funded in whole or in part with Recovery Act funds)
- 52.203-16 Preventing Personal Conflicts of Interest (applies to Orders expected to exceed the simplified acquisition threshold where Seller’s employees will perform acquisition functions closely associated with inherently governmental functions for, or on behalf of, a federal agency or department)
- 52.203-17 Contractor Employee Whistleblower Rights & Requirement to Inform Employees of Whistleblower Rights (>\$150K)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- 52.204-2 Security Requirements (applies if the Order involves access to classified information; Alt I and II apply if in Buyer’s Government Contract)
- 52.204-9 Personal Identity Verification of Contractor Personnel (applies if the Order requires Seller’s employees to have routine access to a Federally-controlled facility and/or to a Federally-controlled information system)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (applies to Orders over \$30,000)
- 52.204-14 Service Contract Reporting Requirements (applies to Orders that exceed the thresholds at FAR 4.1703, except for indefinite-delivery contracts; clause not required for actions entirely funded by DOD, contracts awarded with generic identifier, or in classified solicitations, contracts, or orders)
- 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (applies to Orders that meet or exceed the thresholds at FAR 4.1703 for services (including construction); clause not required for actions entirely funded by DoD, contracts awarded with generic entity identifier, or in classified solicitations, contracts, or orders)
- 52.204-19 Incorporation by Reference of Representations and Certifications

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- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (applies to Orders (other than for COTS items) where Seller has Federal contract information residing in or transiting through its information system))
- 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
- 52.204-27 Prohibition on a ByteDance Covered Application (applies to all Orders, unless an exception is granted in accordance with OMB Memorandum M-23-13)
- 52.207-4 Economic Purchase Quantity – Supplies (applies to fixed price Orders for supplies)
- 52.209-5 Certification Regarding Responsibility Matters (applies to Orders expected to exceed the simplified acquisition threshold)
- 52.209-6 Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed For Debarment (applies to Orders that exceed \$35,000 and are not for COTS items))
- 52.211-5 Material Requirements
- 52.211-15 Defense Priority and Allocation Requirements (if rated)
- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items
- 52.219-8 Utilization of Small Business Concerns
- 52.222-21* Prohibition of Segregated Facilities
- 52.222-22 Previous Contracts and Compliance Reports
- 52.222-26 Equal Opportunity (Apr 2015) (>\$10K)
- 52.222-35 Equal opportunity for Veterans (>\$150K)
- 52.222-36 Affirmative Action for Workers With Disabilities (>\$15K)
- 52.222-37 Employment Reports on Veterans (>\$150K)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (>\$10K)
- 52.222-41 Service Contract Labor Standards (>\$2500)
- 52.222-50 Combating Trafficking in Persons (Mar 2015) (all)
- 52.222-54 Employment Eligibility Verification (services >\$3.5K)
- 52.222-55 Minimum Wages Under Executive Order 13658 (applies to Orders for services subject to the Service Contract Labor Standards statute, and is to be performed in whole or in part in the United States. “Contracting Officer” means “Buyer.”)
- FAR 52.222-62 Paid Sick Leave Under Executive Order 13706 (applies to Orders that are subject to the Service Contract Labor Standards statute or the Wage Requirements (Construction) statute and are to be performed in whole or in part in the U.S.)
- 52.223-3 Hazardous Material Identification and Material Safety Data (and Alternate 1 Jul 1995 if other than DOD) (all)
- 52.223-7 Notice of Radioactive Materials (all—in the blank insert 30)
- 52.223-11 Ozone Depleting Substances (all)
- 52.223-12 Refrigeration Equipment and Air Conditioners (all)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (>\$3.5K)
- 52.224-3 Privacy Training (applies if, in the performance of this Order, Seller’s employees will: have access to a systems of records; create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or design, develop, maintain, or

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operate a system of records on individuals or will handle personally identifiable information. Alternate I applies if the conditions above are satisfied and the agency specifies that only its agency-provided training is acceptable.)

52.225-1 Buy American Act—Supplies (all)

52.225-5 Trade Agreements (all)

52.225-8 Duty Free Entry (>\$15K)

52.225-13 Restrictions on Certain Foreign Purchases (all)

52.225-26 Contractors Performing Private Security Functions Outside the United States (applies to Orders that will be performed outside the U.S. in areas of combat operations or other significant military operations)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (applies to Orders expected to exceed the simplified acquisition threshold)

52.227-3 Patent Indemnity***

52.227-9 Refund of Royalties (if royalties >\$250)

52.227-10 Filing of Patent Applications—Classified Subject Matter (if classified info)

52.227-13 Patent Rights—Ownership by the Government (applies in lieu of FAR 52.227-11 if Seller is not located in the U.S. or does not have a place of business located in the U.S. or is subject to the control of a foreign government, and only if the Order is for experimental, design, or research work) [delete para. (g)]

52.227-14 Rights in Data—General (all)

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 (if work on Gov, site)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (if a small business)

52.234-1 Industrial Resources Developed Under Title III, Defense Production Act

52.239-1 Privacy or Security Safeguards (applies to Orders for information technology that require security of information technology, or is for the design, development, or operation of a system of records using commercial information technology services or support services)

52.242-3 Penalties for Unallowable Costs (applies to Orders over \$800,000, except for fixed price Orders without cost incentives or firm fixed price Orders for commercial items)

52-242-15 Stop Work Order (Aug 1989)

52.243-6 Change Order Accounting (applies if the Order involves supply and research and development work of significant technical complexity and numerous changes are anticipated)

52.244-2 Subcontracts (applies if expressly included in the Order)

52.244-6 Subcontracts for Commercial Items (all)

52.245-1 Government Property (all)

52.245-2 Government Property Installation Operation Services (“Government” means “Government” and/or “Buyer” except in the phrase “Government property”)

52.245-9 Use and Charges (all)

52.247-63 Preference for U.S.-Flag Air Carriers (if international air transport)

52.247-64 Preference for Privately Owned U.S.—Flag Commercial Vessels (all)

52.248-1 Value Engineering (applies to Orders expected to exceed the simplified acquisition threshold; Alt I, II, and/or III apply if in Buyer’s Government Contract)

52.249-2 Termination for the Convenience of the Government (Fixed Price) (applies to fixed price Orders) [“Contracting Officer” means “Buyer or Contracting Officer”; in para. (c) change “120 days” to “60 days”; in para. (d) change “15 days” to “30 days” and “45 days” to “60 days”; in para. (e), change “one year” to “60 days”; in para. (l) change “90 days” to “45 days” in accordance with FAR 49.502(e)]

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52.249-6 Termination (Cost Reimbursement) (applies to Orders under a cost-reimbursement subcontract) [in para. (d), substitute “60 days” for “120 days”; in para (f), substitute “60 days” for “1 year”; delete para. (j); settlements and payments under this clause may be subject to the approval of the Contracting Officer]

52.249-8 Default (Fixed Price Supply and Service) (applies to fixed price Orders)

Certifications

The Seller, by accepting this Order, hereby certifies compliance with the following clauses and represents that any representations with its offer are current, accurate, and complete as of the date of the offer for the Order:

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applies if Order exceeds \$150,000)

52.209-5 Certification Regarding Responsibility Matters (applies if Order exceeds the SAT)

52.219-1 Small Business Program Representations

Additional Clauses:

Cost Accounting Standards (Applicable unless otherwise exempt):

52.230-2 Cost Accounting Standards (applies only when referenced in Order that full CAS coverage applies; “United States” means “United States or Buyer”; delete paragraph (b) of the clause)

52.230-3 Disclosure and Consistency of Cost Accounting Standards (applies only when referenced in Order that modified CAS coverage applies; “United States” means “United States or Buyer”; delete paragraph (b) of this clause)

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

Truth in Negotiations (Truthful Cost or Pricing Data)

Unless exempt, Seller shall submit a FAR Part 15 compliant cost proposal inclusive of any appropriate updates throughout the negotiation process. At the conclusion of negotiations, and regardless of any prior certification, Seller shall certify as to the accuracy, currency and completeness of its information in accordance with the FAR required Certificate of Current Cost or Pricing data.

1. Indemnification:

If any cost or price (including profit or fee) negotiated in connection with the prime contract between the Government and Buyer or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by the Seller in connection with any proposal submitted by Buyer relating to said contract or in connection with this Order was not accurate, complete, or current, the Seller shall indemnify Buyer in the amount of said reduction.

The phrase “cost or pricing data” as used herein shall be deemed to include any such data related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the Seller or which it procured by submission of or in connection with the aforesaid proposal or this Order in support of its cost estimate.

If any reduction of the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Seller shall be liable and shall pay Buyer at the time such overpayment is repaid:

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a. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Seller to the date Buyer is repaid by the Seller at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

b. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Seller knowingly submitted cost or pricing data which were incomplete, inaccurate or non-current.

2. Cost or Pricing Data for Changes

Prior to the pricing of any change or other modification to this Order which involves increases and/or decreases in costs plus applicable profit expected to exceed the threshold for submission of cost or pricing data, Seller shall submit cost or pricing data and shall certify that such data, as defined in Federal Acquisition Regulation 2.101, submitted either actually or by specific identification in writing are accurate, complete and current as of the date of completion of negotiations.

When required to obtain cost or pricing data from its subcontractors, pursuant to the clauses of this Order, Seller shall obtain such data

B. DOD FAR SUPPLEMENT (DFARS CLAUSES)

REFERENCE TITLE

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (applies to first-tier Orders expected to exceed the simplified acquisition threshold) ["Government" does not change]

252.203-7002 Requirement to Inform Employees of Whistleblower Rights (all)

252.203-7004 Display of Hotline Posters (if >\$5.5M & noncommercial items)

252.204-7000 Disclosure of Information (all)

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (all)

252-204-7009 Limitation on the Use or Disclosure of Third Party Contractor Reported Incident Information (all)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (all)

252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors (applies to Orders involving litigation support services)

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 SP800-171 DoD Assessment Requirements (Not applicable to Orders for commercially available off-the-shelf (COTS) items.)

252.204-7020 NIST SP 800–171 DoD Assessment Requirements (Not applicable to Orders for commercially available off-the-shelf (COTS) items.)

252.204-7021 Cybersecurity Maturity Model Certification Requirements (Prior to September 30, 2025, this clause is only applicable if the requirement document or statement of work requires Seller to have a specific CMMC level. Not applicable to Orders for commercially available off-the-shelf (COTS) items.)

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

252.209-7004 Subcontracting With Firms Owned or Controlled by the Government of a Terrorist Country (Mar 2014)

252.211-7003 Item Unique Identification and Valuation (applies to Orders that require work to contain unique item identification)

252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (applies if Order includes FAR 52.219-9; Alt I applies if included in Buyer's Government Contract)

252.219-7004 Small Business Subcontracting Plan (Test Program) (applies in lieu of 252.219-7003 for Sellers that have comprehensive subcontract plans approved under the Test Program described in DFARS 219.702-70 and the Order includes FAR 52.219-8)

252.222-7000 Restrictions on Employment of Personnel

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- 252.223-7001 Hazard Warning Labels (applies if the Order involves the submission of hazardous material data sheets)
- 252.223-7002 Safety Precautions for Ammunition and Explosives (applies if Order involves furnishing of ammunition or explosives, including liquid and solid propellants)
- 252.223-7003 Change in Place of Performance--Ammunition and Explosives (if ammo and explosives)
- 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic and Hazardous Materials (applies to Orders which require, or may require, access to a DoD installation)
- 252.223-7007* Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (applies if Order is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to Seller as Government Furnished Property)
- 252.223-7008 Prohibition of Hexavalent Chromium (all)
- 252.225-7001 Buy American Act and Balance of Payments Program (all)
- 252.225-7002 Qualifying Country Sources as Subcontractors (Dec 2012)
- 252.225-7007 Prohibition on Acquisition of United States Munitions List Items From Communist Chinese Military Companies (if item covered by United States Munitions list)
- 252.225-7008 (> \$150K) Restriction on Acquisition of Specialty Metals (applies to Orders for delivery of specialty metals as end items)
- 252.225-7009* (>\$150K) Restriction on Acquisition of Certain Articles Containing Specialty Metals (applies if aircraft, missile or space systems, ships, tank or automotive items, weapon systems, or ammunition contain specialty metals; delete paragraphs (d) and (e)(1))
- 252.225-7010 Commercial Derivative Military Article – Specialty Metals Compliance Certificate (applies to Contracts containing the clause 252.225-7009 and where commercial derivative military articles may be provided)
- 252.225-7012 Preference for Certain Domestic Commodities (all)
- 252.225-7013 Duty Free Entry (all)
- 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (all except for commercial items)
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (all)
- 252.225-7019 Restriction on Acquisition of Anchor and Mooring Chain (applies to Orders for items containing welded shipboard anchor and mooring chain, 4-inches or less in diameter)
- 252.225-7021 Trade Agreements (all)
- 252.225-7025 Restriction of Acquisition of Forgings (all)
- 252.225-7027* Restriction on Contingent Fees for Foreign Military Sales (applies to Orders for Foreign Military Sales)
- 252.225-7028* Exclusionary Policies and Practices of Foreign Governments (applies to Orders for Foreign Military Sales)
- 252.225-7030* Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (applies to Orders that (1) require delivery to the Government of carbon, alloy, or armor steel plate that will be used in a Government-owned facility or (2) require contractors operating in a Government-owned facility or a facility under the control of the DoD to purchase carbon, alloy, or armor steel plate)
- 252.225-7031* Secondary Arab Boycott of Israel
- 252.225-7036 Buy American Act—Free Trade Agreements—Balance of Payments Program (all)
- 252.225-7047 Exports by Approved Community Members in Performance of the Contract (if Order may require exports or transfers of qualifying defense articles)
- 252.225-7048 Export-Controlled Items

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- 252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uygur Autonomous Region-Certification (applies if the solicitation includes DFARS 252.225-7060)
- 252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uygur Autonomous Region (applies if included in the solicitation or prime contract)
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (>\$500K)
- 252.227-7013 Rights in Technical Data—Noncommercial Items (all)
- 252.227-7014* Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (applies in lieu of FAR 52.227-14)
- 252.227-7015 Technical Data—Commercial Items (when technical data required)
- 252.227-7016 Rights in Bid or Proposal Information (all)
- 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 (all)
- 252.227-7025 Limitations on the use or disclosure of Government Furnished Information Marked with Restrictive Legends (all)
- 252.227-7026 Deferred Delivery of Technical Data or Computer Software (all)
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software (all)
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (the definitions for “contract” and “subcontract” shall not apply herein, except for the first reference to the contract; “Government” means “Government or Buyer”)
- 252.227-7030 Technical Data—Withholding of Payment (all)
- 252.227-7037 Validation of Restrictive Markings on Technical Data (all)
- 252.227-7038 Patent Rights - Ownership by Contractor (Large Business) (applies if Seller is not a small business or nonprofit organization subject to FAR 52.227-11 and the Order is for experimental, developmental, or research work)
- 252.227-7039 Patents--Reporting of Subject Inventions (all)
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (in paragraph (a), communications to the Contracting Officer shall go through Buyer’s Purchasing Representative; in paragraph (b), “Government” means “Government and Buyer”)
- 252.229-7014 Taxes—Foreign Contracts in Afghanistan (applies if the Order involves performance in Afghanistan, unless DFARS 252.229-7015 is used)
- 252.229-7015 Taxes—Foreign Contracts in Afghanistan (North Atlantic Treaty Organization Status of Forces Agreement) (applies in lieu of DFARS 252.229-7014 if the Order involves performance in Afghanistan and was awarded on behalf of the North Atlantic Treaty Organization (NATO))
- 252.235-7003 Frequency Authorization (all)
- 252.237-7023 Continuation of Essential Contractor Services
- 252.239-7010 Cloud Computing Services (all)
- 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (all)
- 252.239-7018 Supply Chain Risk (all)
- 252-244-7000 Subcontracts for Commercial Items (all)
- 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (applies if the Order includes FAR 52.245-1)
- 252.245-7002 Reporting Loss of Government Property (applies if the Order includes FAR 52.245-1)
- 252.245-7003 Contractor Property Management System Administration (applies if the Order includes FAR 52.245-1)
- 252.246-7001 Warranty of Data (all)

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252.246-7003 Notification of Potential Safety Issues (all)

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (if for commercial items or for electronic parts or assemblies with electronic parts)

252.246-7008 Source of Electronic Parts if electronic parts or assemblies with electronic parts)

252.247-7023 Transportation of Supplies by Sea (all)

252.247-7024 Notification of Transportation of Supplies by Sea (all)

252.249-7002 Notification of Anticipated Contract Termination or Reduction (\$700K)

Part II

CERTIFICATIONS AND REPRESENTATIONS

a. By acceptance of the Purchase Order, Seller hereby certifies that all Certifications and Representations previously submitted to Compulink are still valid, in full force and effect and there have been no material changes in Seller's eligibility to do business with the U.S. Government.

b. DEBARRED AND SUSPENDED CERTIFICATION

The seller hereby certifies by acknowledgement or acceptance of the Purchase Order to the best of its knowledge and belief, that the Seller and/or any of its principles are not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal agency. These Certifications and Representations are material representations of fact. If it is later determined that Seller knowingly rendered an erroneous Certification or Representation, in addition to other remedies available to Compulink, Compulink may terminate the Purchase Order under Compulink General Terms and Conditions Clause 17 - Termination for Default.