

Jaxon Engineering and Maintenance Purchase Order

Attachment B

Federal Acquisition Regulation (FAR) and

Defense Federal Acquisition Regulation Supplement (DFARS) Flow-Down Clauses

In Support of US Federal Prime Contracts

I. GENERAL INFORMATION

1. When goods or services furnished by the Seller to Jaxon for use in connection with a U.S. Government contract or subcontract, in addition to Jaxon's General Terms and Conditions, the following provisions shall apply, as required by the terms of the prime contract, or by operation of law or regulation. Otherwise, Jaxon's General Terms and Conditions shall govern the contractual relationship of the Parties.

2. Clauses listed below may not be applicable to specific orders due to the type of subcontract/purchase order to be issued, dollar thresholds under requirements of the FAR, DFARS or Public Law or Mandatory Flow Down requirements of a particular prime contract. Clauses that are not applicable due to monetary threshold, place, performance, type of effort or contract are deemed self-deleting, shall not be removed from this document, and will be considered by all parties to be without force and effect. It is the Seller's obligation to contact Jaxon regarding any confusion, ambiguity, or questions the Seller may have regarding applicability of the following clauses.

3. In certain circumstances, applicable law, statute, or regulation may require submission of a signed certification of compliance from the Seller to Jaxon. By accepting the order from Jaxon, Seller expressly agrees to provide the required signed certification within 14 days of the original request.

4. In the event that Seller is offering for sale commercial items or services, as defined in FAR § 2.101 and when deemed necessary by Jaxon, Seller agrees to provide a written commercial item assertion that fully documents and supports the contention that the items or services are sold or offered for sale in the commercial market place, or is similar in form, fit and function to an item sold or offered for sale in the commercial market place at a fair and reasonable price.

5. Jaxon reserves the right to include additional FAR and/or FAR Supplemental clauses, as required by the express terms of Jaxon's U.S. Government contract or federal prime contract.

II. OTHER TERMS APPLICABLE TO PURCHASE ORDERS

In addition to the FAR and/DFARS clauses identified in this document, the Seller agrees to comply with the following applicable terms:

1. **Defense Priority Allocation System.** If so identified by Jaxon, as required by the U.S. Government, an order is a "rated order" certified for national defense use and Seller shall follow all the requirements of the Defense Priorities and Allocation System (DPAS) Regulation (15 C.F.R. Part 700).

2. **Anti-corruption Laws.** Seller shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, the U.S. Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance.

3. **Cost Accounting Standards (Applicable unless otherwise exempt).** 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 Cost Accounting Standards, FAR 52.230-2; Disclosure and Consistency of Cost Accounting Practices, FAR 52.230-3; and Administration of Cost Accounting Standards, FAR 52.230-6, provided Seller shall not be required to disclose to Jaxon such communications containing information which is privileged and confidential to Seller. In addition to any other remedies provided by law or under this Order, Seller agrees to indemnify and hold Jaxon harmless to the full extent of any loss, damage, or expense if Jaxon 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 (if applicable), 52.230-5 or 52.230-6. Paragraph (b) is deleted in each of the foregoing **clauses**.

4. **Truth In Negotiations.** Certified Cost or Pricing Data (applicable only if certified cost or pricing data has been provided). The clause entitled "Subcontractor Certified Cost or Pricing Data" is a part of this Order if the Seller was required to furnish cost and pricing data and a Certification of Current Cost or Pricing Data for this Order. If it was not required to furnish such data and Certificate, the clause entitled "Subcontractor Cost or Pricing Data-Modification" is a part of this Order. Seller shall update its proposal and re-certify its cost or pricing data whenever costs, factors, or prices change such that cost or pricing data previously furnished is no longer, accurate, current, or complete.

5. **Indemnification.**

a. If any price (including profit or fee) negotiated in connection with the prime contract between the Government and the 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 the Buyer relating to said contract or in connection with this Order was not accurate, complete, or current, the Seller shall indemnify the Buyer in the amount of said reduction.

b. The phrase "certified cost or pricing data" as used herein shall be deemed to include any such data, which 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, in connection with the aforesaid proposal or this Order in support of its cost estimate. If any reduction in 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 the Buyer at the time such overpayment is repaid:

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

- ii. 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.

6. Certified Cost or Pricing Data for Changes:

- a. Prior to the pricing of any change or other modification to this Order which involves, increases and/or decreases in costs plus applicable profit in excess of the contractually required threshold (e.g. \$100,000, \$500,000, \$550,000, \$700,000, or \$750,000) and resulting from a change in the prime contract, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in FAR 15.406-2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations.
- b. When required to obtain certified cost or pricing data or "Other Cost and Pricing Data" from its subcontractors, pursuant to the provisions of this Order, Seller shall provide such data.

III. DISPUTES – GOVERNMENT CONTRACTS:

Any reference to the "Disputes clause" in any applicable FAR Clause shall mean this paragraph, Disputes – Government Contracts. Any dispute arising under the agreement between the parties relating to any decision of the Contracting Officer under the prime contract shall be resolved in accordance the following paragraphs. Notwithstanding any other provisions the agreement between the parties, any decision of the Contracting Officer under the prime contract which binds Jaxon shall bind both Buyer and Seller to the extent that it relates to this purchase order –provided that:

- a. The Buyer notifies with reasonable promptness the Seller of such decision
- b. The Buyer, at its sole discretion, authorizes in writing the Seller to appeal in the name of the Buyer such decision at its own expense, or
- c. If Buyer should appeal such decision, Buyer at its sole discretion offers to the Seller the opportunity at its own expense to join Buyer in such appeal.
- d. Any decision upon such appeal, when final, shall be binding upon the Seller.
- e. The Seller shall indemnify and save harmless from any and all liability of any kind incurred by or imputed to Buyer under Section 5, "Fraudulent Claims," of the Contract Disputes Act of 1978, as amended, if Seller is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misinterpretation of fact on the part of Seller.
- f. Pending any prosecution, appeal, or final decision or settlement of any dispute arising under this purchase order, the Seller shall proceed diligently, as directed by Buyer, with the performance of this purchase order.
- g. Nothing in this clause nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgement by Buyer of the validity of

Seller's claim or any part thereof, nor be deemed to limit or in any way restrict Buyer from taking any actions, included available remedies, it deems appropriate to protect its own interests.

- h. As used in this clause, the word "appeal" means an appeal taken under the contract Disputes Act of 1978, as amended.

IV. CLAUSES INCORPORATED BY REFERENCE

The FAR and DFARS clauses cited below, where applicable by their terms, are incorporated herein by reference and apply to all contracts, purchase orders, delivery orders, or any agreement between Jaxon and the Seller where the end customer is the United States Government. These provisions shall have the same force and effect as if set forth in full text.

By accepting this Purchase Order, the SELLER hereby acknowledges that it has in its possession or is otherwise familiar with all of the referenced clauses incorporated herein by reference and agrees to perform this Contract in accordance with the provisions of such referenced clauses and the other provisions of this Contract. The full text of the referenced clauses may be accessed electronically at <http://www.acquisition.gov>.

In all clauses listed herein, substitute “Jaxon” for the term "Government" or “United States.” Substitute “Jaxon Procurement Representative” for "Contracting Officer" and “Administrative Contracting Officer.” The term "Contractor" shall be applied and revised to mean the Seller (or Vendor or Subcontractor), as appropriate. The term “Subcontractor” in the clauses below shall mean "Seller's Subcontractor" under this purchase order.

A. FAR/DFARS CLAUSES INCORPORATED BY REFERENCE IF PURCHASE ORDER IS FOR COMMERCIAL ITEMS

Clause	Title of Provision
52.203-15 (2010)	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.203-19 (2017)	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-21 (2021)	Basic Safeguarding of Covered Contractor Information Systems
52.204-23 (2021)	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kapersky Lab and Other Covered Entities
52.204-25 (2021)	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Sec. 889(a)(1)(A))
52.204-27 (2023)	Prohibition on a ByteDance Covered Application (Pub. L. 117-328, Sec. 102, Div. R)
52.209-10 (2015)	Prohibition on Contracting with Inverted Domestic Corporations
52.219-8 (2022)	Utilization of Small Business Concerns

Clause	Title of Provision
52.222-19 (2020)	Child Labor – Cooperation with Authorities and Remedies
52.222-21 (2015)	Prohibition of Segregated Facilities
52.222-26 (2016)	Equal Opportunity
52.222-35 (2020)	Equal Opportunity for Veterans
52.222-36 (2020)	Equal Opportunity for Workers with Disabilities
52.222-37 (2020)	Employment Reports on Veterans
52.222-40 (2010)	Notification of Employee Rights Under National Labor Relations Act
52.222-50 (2019)	Combating Trafficking in Persons
52.222-55 (2022)	Minimum Wages for Contractor Workers under EO 14026
52.222-62 (2022)	Paid Sick Leave Under EO 13706
52.224-3 (2017)	Privacy Training
52.225-26 (2016)	Contractors Performing Private Security Functions Outside the United States
52.232-40 (2023)	Providing Accelerated Payments to Small Business Subcontractors
52.244-6 (2023)	Subcontractors for Commercial Items
52.247-64 (2006)	Preference for Privately Owned U.S. Flag Commercial Vessels

Additionally, the following DFARS clauses apply to all commercial item contracts, purchase orders, delivery orders, or any agreement between Jaxon and the Seller where the end customer is any agency within the United States Department of Defense:

Clause	Title of Provision
252.203-7002 (2013)	Requirement to Inform Employees of Whistleblower Rights
252.204-7015 (2016)	Disclosure of Information to Litigation Support Contractors
252.225-7048 (2013)	Export Controlled Items
252.225-7015 (2014)	Restriction on Acquisition of Hand or Measuring Tools
252.227-7015	Technical Data – Commercial Items
252.225-7035 (2022)	Buy American Act – Free Trade Agreements – Balance of Payments Program Certificate
252.225-7036 (2023)	Buy American Act – Free Trade Agreements – Balance of Payments Program
252.227-7037 (2016)	Validation of Restrictive Markings on Technical Data
252.244-7000 (2013)	Subcontracts for Commercial Items (DoD Contracts)

B. FAR/DFARS CLAUSES INCORPORATED BY REFERENCE IF PURCHASE ORDER IS FOR NON-COMMERCIAL ITEMS

If the Purchase Order at issue is for non-commercial items, the following FAR/DFARS clauses also apply *in addition to* the above clauses in section A:

Clause	Title of Provision
52.204-2 (2021)	Security Requirements
52.204-9 (2011)	Personal Identity Verification of Contractor Personnel
52.204-14 (2016)	Service Contract Reporting Requirements
52.211-7 (1999)	Alternatives to Government-Unique Standards
52.211-15 (2008)	Defense Priority and Allocation Requirements
52.212-5 (2023)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Products and Commercial Services
52.212-5 (Alt. II) (2021)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Products and Commercial Services
52.215-10 (2011)	Price Reduction for Defective Cost or Pricing Data
52.215-11 (2020)	Price Reduction for Defective Cost or Pricing Data - Modifications
52.215-12 (2020)	Subcontractor Cost or Pricing Data
52.215-13 (2020)	Subcontractor Cost or Pricing Data – Modifications
52.215-15 (2010)	Pension Adjustments and Asset Reversions
52.215-18 (2005)	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
52.215-19 (1997)	Notification of Ownership Changes
52.215-22 (2009)	Limitations on Pass Through Charges – Identification of Subcontract Effort
52.215-23 (2020)	Limitations on Pass-Through Charges
52.216-25 (2010)	Contract Definitization
52.219-16 (2021)	Liquidated Damages – Subcontracting Plan
52.222-1 (1997)	Notice to the Government of Labor Disputes
52.222-11 (2014)	Subcontracts (Labor Standards)
52.222-34 (2010)	Project Labor Agreement
52.222-41 (2018)	Service Contract Act of 1965, as Amended
52.222-51 (2014)	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment— Requirements

Clause	Title of Provision
52.222-53 (2014)	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements
52.223-3 (2021)	Hazardous Material Identification and Material Safety Data – “Government” means “Government and Buyer”
52.223-7 (1997)	Notice of Radioactive Materials
52.223-11 (2016)	Ozone Depleting Substances
52.223-15 (2020)	Energy Efficiency in Energy-Consuming Products
52.223-16 (2015)	Acquisition of EPEAT®-Registered Personal Computer Products
52.223-18 (2020)	Contractor Policy to Ban Text Messaging While Driving
52.224-2 (1984)	Privacy Act
52.225-1 (2014)	Buy American Act – Supplies
52.225-2 (2014)	Buy American Act Certificate
52.225-5 (2019)	Trade Agreement
52.225-6 (2014)	Trade Agreements – Certificate
52.225-8 (2010)	Duty-Free Entry
52.225-13 (2021)	Restrictions on Certain Foreign Purchases
52.225-18 (2018)	Place of Manufacturer (applicable to solicitations)
52.227-1 (2020)	Authorization and Consent
52.227-2 (2020)	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-6 (1984)	Royalty Information
52.227-9 (1984)	Refund of Royalties
52.227-10 (2007)	Filing of Patent Applications – Classified Subject Matter
52.227-11 (2014)	Patent Rights – Ownership by the Contractor (Short Form)
52.227-13 (2007)	Patent Rights – Acquisition by the Government
52.227-14 (2014)	Rights in Data – General
52.227-16 (1987)	Additional Data Requirements
52.227-19 (2007)	Commercial Computer Software License
52.228-3 (2014)	Workers Compensation Insurance (Defense Base Act)
52.228-4 (1984)	Workers Compensation and War-Hazard Insurance Overseas

Clause	Title of Provision
52.230-2 (2020)	Cost Accounting Standards
52.230-4 (2020)	Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns
52.230-6 (2010)	Administration of Cost Accounting Standards
52.232-9 (1984)	Limitation on the Withholding of Payments
52.232-16 (2021)	Progress Payments
52.232-32 (2012)	Performance-based Payments
52.232-39 (2013)	Unenforceability of Unauthorized Obligations
52.233-1 (2014)	Disputes
52.233-3 (1996)	Protest After Award
52.233-4 (2004)	Applicable Law for Breach of Contract Claim
52.234-1 (2016)	Industrial Resources Developed Under Defense Production Act Title III
52.234-4 (2016)	Earned Value Management System
52.236-13 (1991)	Accident Prevention
52.237-2 (1984)	Protection of Government Buildings, Equipment, and Vegetation
52.239-1 (1996)	Privacy or Security Safeguards
52.242-15 (1989)	Stop Work Order
52.242-17 (1984)	Government Delay of Work
52.243-1 (1987)	Changes – Fixed Price Contracts
52.244-5 (1996)	Competition in Subcontracting
52.244-6 (2023)	Subcontracts for Commercial Items
52.245-2 (2012)	Government Property Installation Operation Services
52.245-9 (2012)	Use and Charges
52.246-11 (2014)	Higher-Level Contract Quality Requirement
52.246-26 (2021)	Reporting Nonconforming Items
52.247-63 (2003)	Preference for U.S. – Flag Air Carriers
52.248-3 (2015)	Value Engineering – Construction
52.249-1 (1984)	Termination for Convenience of the Government (Fixed-Price) (Short Form)
52.253-1 (1991)	Computer Generated Form

The following DFARS clauses also apply to all contracts, purchase orders delivery orders, or any agreement between Jaxon and the Seller where the end customer is any agency within the United States Department of Defense:

DFARS Clause	Title of Provision
252.204-7000 (2016)	Disclosure of Information
252.204-7004 (2023)	Antiterrorism Awareness Training for Contractors
252.204-7007 (2021)	Alternate A, Annual Representations and Certifications
252.204-7008 (2016)	Compliance with Safeguarding Covered Defense Information Controls
252.204-7009 (2023)	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7012 (2023)	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7014 (2023)	Limitations on the Use or Disclosure of Information by Litigation Support Contractors
252.204-7018 (2023)	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
252.209-7006 (2022)	Limitations on Contractors Acting as Lead System Integrators
252.209-7007 (2022)	Prohibited Financial Interests for Lead System Integrators
252.211-7003 (2021)	Item Unique Identification and Valuation
252.211-7006 (2022)	Passive Radio Frequency Identification
252.211-7007 (2022)	Reporting of Government Furnished Equipment in DoD Item Unique Identification (IUID) Registry
252.215-7010 (2023)	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (applicable to subcontracts exceeding simplified acquisition threshold)
252.216-7004 (2011)	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel (applicable to Award Fee Orders only)
252.217-7012 (2003)	Liability and Insurance
252.219-7003 (2019)	Small Business Subcontracting Plan (DoD Contracts)
252.219-7004 (2022)	Small Business Subcontracting Plan (Test Program)
252.222-7000 (2000)	Restrictions on Employment of Personnel
252.223-7001 (1991)	Hazard Warning Labels (fill in State where this purchase order will be performed)
252.223-7002 (1994)	Safety Precautions for Ammunition and Explosives

DFARS Clause	Title of Provision
252.223-7003 (1991)	Change in Place of Performance – Ammunition and Explosives
252.223-7004 (1988)	Drug-Free Work Force
252.223-7006 (2014)	Prohibition on Storage and Disposal of Toxic and Hazardous Materials
252.223-7007 (1999)	Safeguarding Sensitive Conventional Arms, Ammunition and Explosives
252.225-7000 (2014)	Buy American Act – Balance of Payments Program Certificate
252.225-7001 (2017)	Buy American Act and Balance of Payments Program
252.223-7007 (1999)	Safeguarding Sensitive Conventional Arms, Ammunition and Explosives
252.225-7007 (2018)	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
252.225-7009 (2019)	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7010 (2009)	Commercial Derivative Military Article – Specialty Metals Compliance Certificate (prime contracts at \$150K or more, see clause for exceptions)
252.225-7012 (2022)	Preference for Certain Domestic Commodities (prime contracts at \$150K or more for the acquisition of food, clothing, or cloth materials)
252.225-7013 (2022)	Duty Free Entry
252.225-7016 (2023)	Restriction on Acquisition of Ball and Roller Bearings
252.225-7019 (2009)	Restriction on Acquisition of Foreign Anchor and Mooring Chain
252.225-7020 (2014)	Trade Agreements Certificate
252.225-7021 (2019)	Trade Agreements
252.225-7025 (2009)	Restriction on the Acquisition of Forgings
252.225-7027 (2003)	Restriction on Contingent Fees for Foreign Military Sales (blank is filled in “zero”)
252.225-7028 (2003)	Exclusionary Policies and Procedures of Foreign Governments
252.225-7030 (2006)	Restriction on Acquisition of Carbon, Alloy and Armor Steel Plate
252.225-7031 (2005)	Secondary Arab Boycott of Israel
252.225-7040 (2015)	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States
252.225-7043 (2015)	Antiterrorism / Force Protection Policy for Defense Contractors Outside the United States
252.225-7046 (2013)	Exports by Approved Community Members in Response to the Solicitation
252.225-7047 (2013)	Export by Approved Community Members in Performance of the Contract

DFARS Clause	Title of Provision
252.225-7052 (2023)	Restriction on the Acquisition of Certain Magnets and Tungsten
252.227-7013 (2023)	Rights in Technical Data – Noncommercial Items
252.227-7014 (2023)	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7016 (2023)	Rights in Bid or Proposal Information
252.227-7017 (2023)	Identification and Assertion of Use, Release, or Disclosure Restrictions
252.227-7018 (2023)	Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program
252.227-7019 (2023)	Validation of Asserted Restrictions – Computer Software
252.227-7025 (2023)	Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends
252.227-7026 (1988)	Deferred Delivery of Technical Data or Computer Software
252.227-7027 (1988)	Deferred Ordering of Technical Data or Computer Software
252.227-7028 (1995)	Technical Data or Computer Software Previously Delivered to the Government
252.227-7030 (2000)	Technical Data – Withholding of Payment
252.227-7033 (1966)	Rights in Shop Drawings
252.227-7038 (2012)	Patent Rights – Ownership by the Contractor (Large Business)
252.227-7039 (1990)	Patents – Reporting of Subject Inventions
252.228-7001 (2010)	Ground and Flight Risk
252.228-7005 (2023)	Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.229-7011 (2005)	Reporting of Foreign Taxes – U.S. Assistance Programs
252.231-7000 (1991)	Supplemental Cost Principles (first tier subcontractors only)
252.235-7003 (2014)	Frequency Authorization
252.235-7003 (2014)	Frequency Authorization (Alternate I)
252.235-7004 (2009)	Protection of Human Subjects
252.236-7013 (2023)	Requirement for Competition Opportunity for American Steel Producers, Fabricators and Manufacturers (For Construction Subcontracts)
252.237-7019 (2023)	Training for Contract Personnel Interacting with Detainees
252.237-7023 (2010)	Continuation of Essential Contractor Services

DFARS Clause	Title of Provision
252.237-7024 (2010)	Notice of Continuation of Essential Contractor Services
252.239-7000 (2019)	Protection Against Compromising Emanations
252.239-7001 (2008)	Information Assurance Contractor Training and Certification
252.239-7010 (2023)	Cloud Computing Services
252.239-7016 (1991)	Telecommunications Security Equipment, Devices, Techniques, and Services
252.239-7018 (2022)	Supply Chain Risk
252.243-7001 (1991)	Pricing of Contract Modifications
252.245-7001 (2012)	Tagging, Labeling, and Marking Government Furnished Property
252.245-7002 (2021)	Reporting Loss of Government Property
252.246-7003 (2023)	Notification of Potential Safety Issues
252.246-7004 (2010)	Safety of Facilities, Infrastructure, and Equipment for Military Operations
252.246-7007 (2023)	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008 (2023)	Sources of Electronic Parts
252.247-7003 (2023)	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
252.247-7023 (2023)	Transportation of Supplies by Sea
252.247-7023 (Alt. I) (2023)	Transportation of Supplies by Sea
252.247-7023 (Alt.II) (2023)	Transportation of Supplies by Sea

C. ADDITIONAL CLAUSES INCORPORATED BY REFERENCE IF PURCHASE ORDER IS OVER \$10,000 (CURRENTLY THE MICRO-PURCHASE THRESHOLD)

If the contract, purchase order, delivery order or any agreement is valued over the current micro-purchase threshold of \$10,000 the following FAR/DFARS clauses also apply *in addition to* the above clauses in Sections A and B:

Clause	Title of Provision
52.219-1 (2023)	Small Business Program Representations
52.219-28 (2023)	Post-Award Small Business Program Representation

D. ADDITIONAL CLAUSES INCORPORATED BY REFERENCE IF PURCHASE ORDER IS OVER \$15,000

If the contract, purchase order, delivery order or any agreement is valued over \$15,000, the following FAR/DFARS clauses also apply *in addition to* the above clauses in Sections A, B, and C:

Clause	Title of Provision
52.222-20 (2020)	Contracts for Materials, Supplies, Articles, and Equipment

E. ADDITIONAL CLAUSES INCORPORATED BY REFERENCE IF PURCHASE ORDER IS OVER \$30,000 and \$35,000

If the contract, purchase order, delivery order or any agreement is valued over \$30,000/ \$35,000, the following FAR/DFARS clauses also apply in addition to the above clauses in Sections A, B, C and D:

Clause	Title of Provision
52.204-10 (2020)	Reporting Executive Compensation and First-Tier Subcontract Awards (\$30,000)
52.226-6 (2020)	Promoting Excess Food Donation to Nonprofit Organizations (\$30,000)
52.209-6 (2021)	Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (\$35,000)

F. ADDITIONAL CLAUSES INCORPORATED BY REFERENCE IF PURCHASE ORDER IS OVER \$150,000

If the contract, purchase order, delivery order or any agreement is valued over \$150,000, the following FAR/DFARS clauses also apply *in addition to* the above clauses in Sections A, B, C, D and E:

Clause	Title of Provision
52.203-7 (2020)	Anti-Kickback Procedures
52.203-12 (2020)	Limitation on Payments to Influence Certain Federal Transactions
52.222-4 (2018)	Contract Work Hours and Safety Standards – Overtime Compensation
52.222-54 (2022)	Employment Eligibility Verification
252.225-7015 (2005)	Restriction on Acquisition of Hand or Measuring Tools

G. ADDITIONAL CLAUSES INCORPORATED BY REFERENCE IF PURCHASE ORDER IS OVER THE SIMPLIFIED ACQUISITION THRESHOLD (CURRENTLY \$250,000)

If the contract, purchase order, delivery order or any agreement is valued over the simplified acquisition threshold, the following FAR/DFARS clauses also apply *in addition to* the above clauses in Sections A, B, C, D, E and F:

Clause	Title of Provision
52.201-1 (2020)	Definitions
52.203-3 (1984)	Gratuities
52.203-5 (2014)	Covenant Against Contingent Fees
52.203-6 (2020)	Restrictions on Subcontractor Sales to the Government
52.203-16 (2020)	Preventing Personal Conflicts of Interest
52.203-17 (2020)	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
52.213-4 (2023)	Terms and Conditions – Simplified Acquisitions (Other Than Commercial Products and Commercial Services)
52.215-2 (2020)	Audit and Records Negotiation
52.215-14 (2021)	Integrity of Unit Prices
52.228-5 (1997)	Insurance – Work on a Government Installation
52.244-5 (1996)	Competition in Subcontracting
52.245-1 (2021)	Government Property (or Alt I or Alt II, the Buyer shall so specify. If the Buyer does not Specify the requirement will default to the basic clause)
52.248-1 (2020)	Value Engineering
52.248-3 (2020)	Value Engineering – Construction
252.203-7001 (2018)	Prohibition on Persons Convicted of Fraud or Other Defense- Contract-Related Felonies.
252.208-7000 (1991)	Intent to Furnish Precious Metals as Government-Furnished Material
252.209-7002 (2010)	Disclosure of Ownership or Control by a Foreign Government
252.215-7008 (2022)	Only One Offer
252.225-7008 (2013)	Restriction on Acquisition of Specialty Metals
certif (2023)	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7044 (2023)	Balance of Payments Program – Construction Material
252.225-7052 (2023)	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten

H. ADDITIONAL CLAUSES INCORPORATED BY REFERENCE IF PURCHASE ORDER IS OVER \$500,000

If the contract, purchase order or any agreement is valued over \$500,000 the following FAR/DFARS clauses also apply in addition to the above clauses in Sections A, B, C, D, E, F & G:

Clause	Title of Provision
252.226-7001 (2023)	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

I. ADDITIONAL CLAUSES INCORPORATED BY REFERENCE IF PURCHASE ORDER IS OVER \$750,000

If the contract, purchase order or any agreement is valued over \$750,000 the following FAR/DFARS clauses also apply *in addition to* the above clauses in Sections A, B, C, D, E, F, G & H:

Clause	Title of Provision
52.219-9 (2022)	Small Business Subcontracting Plan

J. ADDITIONAL CLAUSES INCORPORATED BY REFERENCE IF PURCHASE ORDER IS OVER \$1,000,000

If the contract, purchase order or any agreement is valued over \$1,000,000 the following FAR/DFARS clauses also apply *in addition to* the above clauses in Sections A, B, C, D, E, F, G, H & I:

Clause	Title of Provision
252.222-7006 (2023)	Restrictions on the Use of Mandatory Arbitration Agreements
252.225-7032 (2003)	Waiver of United Kingdom Levies – Evaluation of Offers
252.225-7033 (2003)	Waiver of United Kingdom Levies

K. ADDITIONAL CLAUSES INCORPORATED BY REFERENCE IF PURCHASE ORDER IS OVER \$5,000,000 OR MORE

If the contract, purchase order or any agreement is valued over \$5,000,000 or more, the following FAR/DFARS clauses also apply *in addition to* the above clauses in Sections A, B, C, D, E, F, G, H, I & J:

Clause	Title of Provision
52.203-13 (2021)	Contractor Code of Ethics & Business Conduct (over \$6,000,000)
52.203-14 (2021)	Display of Hotline Poster (over \$6,000,000)
52.222-24 (1999)	Pre-award On-Site Equal Opportunity Compliance Evaluation (over \$10,000,000)
252.203-7003 (2019)	Agency Office of the Inspector General (over \$5,000,000)
252.203-7004 (2023)	Display of Fraud Hotline Posters (over \$6,000,000)
252.225-7045 (2023)	Balance of Payments Program – Construction Material Under Trade Agreements (for contracts exceeding \$7,032,000)

L. ADDITIONAL CLAUSES INCORPORATED BY REFERENCE IF PURCHASE ORDER REQUIRES COST & PRICING DATA TO BE SUBMITTED (CURRENTLY \$2,000,000)

Clause	Title of Provision
52.214-26 (2020)	Audit and Records – Sealed Bidding
52.214-28 (2020)	Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding
52.215-20 (2021)	Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data
52.215-21 (2021)	Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
52.230-3 (2020)	Disclosure and Consistency of Cost Accounting Practice
252.215-7002 (2012)	Cost Estimating System Requirements

M. ADDITIONAL CLAUSES APPLICABLE TO COST REIMBURSEMENT, TIME & MATERIAL OR LABOR HOUR CONTRACTS AND/OR DELIVERY ORDERS:

Clause	Title of Provision
52.215-16 (2003)	Facilities Capital Cost of Money
52.215-17 (1997)	Waiver of Facilities – Capital Cost of Money
52.216-7 (2018)	Allowable Cost and Payment (cost reimbursement) – Seller agrees to execute assignment documents in order to meet subsection (d)(5)

Clause	Title of Provision
52.216-8 (2011)	Fixed Fee – applicable if this is a cost plus fixed fee order
52.216-10 (2011)	Incentive Fee – applicable if this is a cost plus incentive fee order
52.216-11 (1984)	Cost Contract – No Fee – applicable if this is a cost no fee order
52.216-12 (1984)	Cost Sharing Contract – No Fee – applicable if this is a cost sharing, no fee order
52.222-2 (1990)	Payment for Overtime Premiums – inset “0%” in paragraph (a) unless otherwise on the face of this order
52.222-43 (2018)	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts)
52.222-44 (2014)	Fair Labor Standards Act and Service Contract Act – Price Adjustment
52.232-7 (2012)	Payments under Time-and-Materials and Labor-Hour Contracts (“schedule” means Purchase Order, “voucher(s)” means Purchase Order. “Government” means Buyer and “Contracting Officer” means Buyer Purchasing Representative)
52.232-20 (1984)	Limitation of Cost (if fully funded)
52.232-22 (1984)	Limitation of Funds (if incrementally funded)
52.243-2 (1987)	Changes – Cost-Reimbursement – applicable if cost-reimbursement order
52.243-3 (2000)	Changes – Time-and-Material or Labor-Hours – applicable if this is a time and material or labor hour order
52.246-3 (2011)	Inspection of Supplies (Cost-Reimbursement) – “Contracting Officer” means “Buyer’s Purchasing Representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government or Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.
52.246-5 (1984)	Inspection of Services (Cost-Reimbursement) – “Contracting Officer” means “Buyer’s Purchasing Representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government and Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.
52.246-6 (2001)	Inspection – Time-and-Material and Labor-Hour – “Contracting Officer” means “Buyer’s Purchasing Representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government and Buyer.” The provisions in this clause 52.246-6 for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.

Clause	Title of Provision
52.247-67 (2006)	Submission of Transportation Documents for Audit
52.249-6 (Alt. IV) (1996)	Termination (Cost-Reimbursement) – “Government” means “Buyer” and “Contracting Officer” means “Buyer’s Purchasing Representative.” In paragraph (d) change “15 days” and “45 days” to “30 days” and “90 days,” respectively. In paragraph (e) change “1 year” to “six months.” Alternative IV is applicable to time and material or labor-hour orders only.
52.249-14 (1984)	Excusable Delay

N. ADDITIONAL CLAUSES APPLICABLE TO CONSTRUCTION CONTRACTS AND/OR DELIVERY ORDERS

Clause	Title of Provision
52.222-27 (2015)	Affirmative Action Compliance Requirements for Construction (over \$10,000)
52.222-33 (2010)	Notice of Requirement for Project Labor Agreement
52.223-2 (2013)	Affirmative Procurement of Bio-based Products under Service and Construction Contracts
52.225-9 (2022)	Buy American Act – Construction Materials
52.225-10 (2014)	Notice of Buy American Act / Balance of Payments Program Requirement – Construction Materials
52.225-11 (2022)	Buy American Act – Construction Materials Under Trade Agreements
52.225-21 (2021)	Required Use of American Iron, Steel, and Manufactured Goods, Buy American Act – Construction Materials
52.225-22 (2021)	Notice of Required Use of American Iron, Steel, and Manufactured Goods – Buy American Act – Construction Materials
52.225-23 (2022)	Required Use of American Iron, Steel, and Manufactured Goods, Buy American Act – Construction Materials Under Trade Agreements
52.225-24 (2021)	Notice of Required Use of American Iron, Steel, and Manufactured Goods – Buy American Act – Construction Materials Under Trade Agreements
52.232-27 (2017)	Prompt Payment for Construction Contracts
52.246-12 (1996)	Inspection of Construction

V. SELLER CERTIFICATIONS

The Seller, by signing the offer and entering into an agreement with Jaxon, hereby certifies compliance with the following FAR clauses and is therefore eligible for the award. These certifications by Seller are material representations of fact upon which Jaxon will rely. These certifications and representations shall apply whenever these terms and conditions are incorporated by reference in any Contract, agreement, other contractual document or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by Jaxon or Seller. Seller shall immediately notify Jaxon of any change of status with regard to these certifications and representations.

1. The Seller certifies, to the best of its knowledge and belief, that –
 - a. The Seller and/or any of its Principals --
 - i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - ii. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
 - iii. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity, with commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
 - iv. Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - b. The Seller has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
2. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an Agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

The following certifications are incorporated by reference:

Clause	Title of Provision
52.203-11 (2007)	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.209-5 (2020)	Certification Regarding Responsibility Matters
52.222-18 (2021)	Certification Regarding Knowledge of Child Labor for Listed End Products
52.222-22 (1999)	Previous Contracts and Compliance Reports (over \$10,000 and includes 52.222-26)
52.222-25 (1984)	Affirmative Action Compliance
52.223-1 (2012)	Bio-based Product Certification
52.223-4 (2008)	Recovered Material Certification
52.225-20 (2009)	Prohibition on Conducting Restricted Business Operations in Sudan Certification
52.225-25 (2020)	Prohibition on Contracting with Entities Engaged in Certain Activities Relating to Iran
52.230-1 (2015)	Cost Accounting Standards Notices and Certifications

VI. PRESERVATION OF THE GOVERNMENT’S RIGHTS

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