

**ITI Engineering, LLC**  
**FAR/DFARS Flowdown Provisions**  
**MOHW IDIQ N00019-22-D-0004**  
**Non-Commercial**  
**January 2, 2024**

**A. INCORPORATION OF FAR AND DFARS CLAUSES**

The FAR and DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract, and nothing in this Contract grants SELLER a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included in this Contract.

**B. GOVERNMENT SUBCONTRACT**

(a) This Contract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the FAR and DFARS clauses referenced below and otherwise in this Contract:

1. "Commercial product" means any such product as defined in FAR 2.101.
2. "Commercial service" means any such service as defined in FAR 2.101.
3. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101.
4. "Contract" means this contract.
5. "Contracting Officer" shall mean the U.S. Government Contracting Officer
6. "Contractor" and "Offeror" means the SELLER, which is the party identified on the face of the Contract with whom ITI Engineering is contracting, acting as the immediate subcontractor to ITI ENGINEERING.
7. "Prime Contract" means the contract between ITI ENGINEERING and the U.S. Government or between ITI ENGINEERING and its higher-tier contractor who has a contract with the U.S. Government.
8. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

**C. NOTES**

(a) The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

1. Substitute "ITI ENGINEERING" for "Government" or "United States" throughout this clause.
2. Substitute "ITI ENGINEERING Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and ITI ENGINEERING" after "Government" throughout this clause.
4. Insert "or ITI ENGINEERING" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to SELLER to/from the Contracting Officer shall be through ITI ENGINEERING.
6. Insert "and ITI ENGINEERING" after "Contracting Officer", throughout the clause.
7. Insert "or ITI ENGINEERING PROCUREMENT REPRESENTATIVE" after "Contracting Officer", throughout the clause.
8. If SELLER is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.

(b) See also the clause of this Contract entitled "Communication with ITI Engineering Customer" with respect to communications between SELLER and the Government.

#### **D. AMENDMENTS REQUIRED BY PRIME CONTRACT**

SELLER agrees that upon the request of ITI ENGINEERING it will negotiate in good faith with ITI ENGINEERING relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as ITI ENGINEERING may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

#### **E. PRESERVATION OF THE GOVERNMENT'S RIGHTS**

If ITI ENGINEERING 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 ITI ENGINEERING, acting on its own behalf, may modify or limit any rights the Government may have to authorize SELLER's use of such Furnished Items in support of other U. S. Government prime contracts.

#### **F. PROVISIONS OF THE FEDERAL ACQUISITION REGULATION (FAR) INCORPORATED BY REFERENCE**

The following FAR clauses apply to this Contract:

**FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)** (Applies if this Contract exceeds the threshold specified in FAR 3.808 on the date of award of this Contract).

**FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)** (Applies if this Contract exceeds the threshold specified in FAR 3.808 on the date of award of this Contract).

**FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)** (Applies if this Contract exceeds the threshold specified in FAR 3.1004(b)(1) on the date of this Contract and has a period of performance of more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

**FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)** (Applies if this Contract exceeds threshold specified in FAR 3.1004(b)(1) on the date of award of this Contract. Contact the ITI Engineering Procurement Representative for the location where posters may be contained if not indicated elsewhere in the Contract. Note 8 applies.)

**FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)** (Applies if this Contract exceeds the simplified acquisition threshold in effect on the date of award of this Contract.)

**FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)**

**FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021)** (Applies if the Work requires access to classified information.)

**FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)** (Applies where SELLER will have physical access to a federally-controlled facility or access to a Federal information system.)

**FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)** (Subparagraph (d)(2) does not apply. If SELLER meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, SELLER shall report required executive compensation by posting the information to the Government's System for Award Management (SAM) database. All information posted will be available to the general public.)

**FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)** (Applies unless

SELLER is furnishing commercially available off-the-shelf items.)

**FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)** (SELLER shall provide ITI ENGINEERING copies of any reports provided under this clause which relate to the performance of this Contract.)

**FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)** (Note 4 applies in paragraph (b). Reports required by this clause will be made to ITI ENGINEERING.)

**FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)** (Applies if this Contract exceeds the threshold specified in FAR 9.405-2(b) on the date of award of this Contract except does not apply if this Contract is for commercially available off-the-shelf (COTS) items. Copies of notices provided by SELLER to the Contracting Officer shall be provided to ITI ENGINEERING.)

**FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (Note 2 applies.)**

**FAR 52.215-2 AUDIT AND RECORDS-NEGOTIATION (JUN 2020)** (Applies if this Contract exceeds the simplified acquisition threshold in effect at the time of award of this Contract and if: (1) SELLER is required to furnish cost or pricing data, or (2) the Contract requires SELLER to furnish cost, funding, or performance reports, or (3) this is an incentive or redeterminable type contract. Note 3 applies. Alternate II applies if SELLER is an educational or non-profit institution.)

**FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)** (Applies if submission of certified cost or pricing data is required. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "ITI ENGINEERING" in paragraph (d)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

**FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JUN 2020)** (Applies if submission of certified cost or pricing data is required for modifications. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (d)(1). "Government" means "ITI ENGINEERING" in paragraph (e)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

**FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)** (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

**FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JUN 2020)** (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

**FAR 52.215-14 INTEGRITY OF UNIT PRICES (NOV 2021)** (Applies if this Contract exceeds the simplified acquisition threshold. Delete paragraph (b) of the clause.)

**FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)** (Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.)

**FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)** (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER proposed facilities capital cost of money in its offer.)

**FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)** (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER did not propose facilities capital cost of money in its offer.)

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**FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)** (Applicable if this Contract meets the applicability requirements of FAR 15.408(j). Note 5 applies.)

**FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)** (Applies if this Contract meets the applicability requirements of FAR 15.408(k). Note 5 applies.)

**FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (NOV 2021)** (Note 2 applies in paragraph (a)(1).)

**FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (NOV 2021)** (Note 2 applies in paragraphs (a)(1) and (b).)

**FAR 52.215-23 LIMITATION ON PASS-THROUGH CHARGES (JUN 2020)** Applies if this is a cost-reimbursement subcontract in excess of the simplified acquisition threshold, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4. Notes 4 and 6 apply.)

**FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2022)** (Note 8 applies.)

**FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2022)** (Applies if this Contract exceeds the threshold at FAR 19.702(a) except the clause does not apply if SELLER is a small business concern. Note 2 is applicable to paragraph (c) only. SELLER's subcontracting plan is incorporated herein by reference. Note 8 applies.)

**FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION (MAY 2018)** (Applies if the Contract may require or involve the employment of laborers and mechanics. Note 8 applies.)

**FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)** (Note 8 applies.)

**FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)** (Note 8 applies.)

**FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)** (Applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Contract. Note 8 applies.)

**FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)** (Applies if this contract exceeds the threshold specified in FAR 22.1408(a) on the date of award of this Contract. Note 8 applies.)

**FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)** (Applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Contract. Note 8 applies.)

**FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)** (Applies if this Contract exceeds \$10,000. Note 8 applies.)

**FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)** (Applies if this Contract is for services subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4. Note 8 applies.)

**FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)** (Note 2 applies. In paragraph (e) Note 3 applies.)

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FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022) (Applies if this Contract exceeds \$3,500 except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. Note 8 applies.)

FAR 52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022) (Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" means "ITI ENGINEERING.")

FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022) (Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.)

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021) (Applies if this Contract involves hazardous material. Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies.)

FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Applies to Work containing covered radioactive material. In the blank insert "30". Notes 1 and 2 apply.)

FAR 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUORCARBONS (JUN 2016) (Applies if the Work was manufactured with or contains ozone-depleting substances.)

FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020) (Applies if this Contract exceed the micro-purchase threshold as defined in FAR 2-101 on the date of award of this Contract. Note 8 applies.)

FAR 52.224-3 PRIVACY TRAINING (JAN 2017) (Applies if SELLER will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records. In paragraph (d), Note 6 applies.)

FAR 52.225-1 BUY AMERICAN - SUPPLIES (OCT 2022) (Applies if the Work contains other than domestic components. Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph (c).)

FAR 52.225-5 TRADE AGREEMENTS (DEC 2022) (Applies if the Work contains other than U.S. made or designated country end products as specified in the clause.)

FAR 52.225-8 DUTY FREE ENTRY (OCT 2010) (Applies if Work will be imported into the Customs Territory of the United States. Note 2 applies.)

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)

FAR 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020) (Applies only if the Prime Contract contains this clause.)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold. Notes 2 and 4 apply.)

FAR 52.227-9 REFUND OF ROYALTIES (APR 1984) (Applies when reported royalty exceeds \$250. Note 1 applies except for the first two times "Government" appears in paragraph (d). Note 2 applies.)

FAR 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007) (Applies if the Work or any patent

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application may cover classified subject matter.)

**FAR 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014)** (Applies if this Contract includes, at any tier, experimental, developmental, or research Work and SELLER is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the ITI ENGINEERING Procurement Representative identified on the face of this Contract. FAR 52.227-13 applies in lieu of this clause if SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.)

**FAR 52.227-13 PATENT RIGHTS - OWNERSHIP BY THE GOVERNMENT (DEC 2007)** (Applies if this Contract includes, at any tier, experimental, developmental, or research Work and SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the ITI ENGINEERING Procurement Representative identified on the face of this Contract.)

**FAR 52.227-14 RIGHTS IN DATA - GENERAL (MAY 2014)** (Does not apply if DFARS 252.227-7013 applies.)

**FAR 52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)** (Applies if this Contract involves Work on a Government installation. Note 2 applies. Note 4 applies to paragraph (b). Unless otherwise specified by this Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)

**FAR 52.230-2 COST ACCOUNTING STANDARDS (JUN 2020)** (Applies only when referenced in this Contract that full CAS coverage applies. "United States" means "United States or ITI ENGINEERING." Delete paragraph (b) of the clause.)

**FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020)** (Applies only when referenced in this Contract that modified CAS coverage applies. "United States" means "United States or ITI ENGINEERING." Delete paragraph (b) of the clause.)

**FAR 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES -- FOREIGN CONCERNS (JUN 2020)** (Applies only when referenced in this Contract, modified CAS coverage applies. Note 3 applies in the second and third sentences.)

**FAR 52.230-5 COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS (JUN 2020)** (Applies only when referenced in this Contract that this CAS clause applies. "United States" means "United States or ITI ENGINEERING." Delete paragraph (b) of the clause.)

**FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)** (Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.)

**FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)** (Applies if SELLER is a small business concern. Note 1 applies. This clause does not apply if ITI ENGINEERING does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)

**FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)** (In the event ITI ENGINEERING's customer has directed ITI ENGINEERING to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, ITI ENGINEERING may, by written order to SELLER, direct SELLER to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from ITI ENGINEERING".)

**FAR 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODUCTION ACT (SEP 2016)** (Notes 1 and 2

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apply.)

**FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)** (Applies if Work is performed on a Government installation. Note 2 applies. Note 4 applies to the second time "Government" appears in the clause.)

**FAR 52.242-13 BANKRUPTCY (JUL 1995) (Notes 1 and 2 apply.)**

**FAR 52.242-15 STOP-WORK ORDER (AUG 1989) (Notes 1 and 2 apply.)**

**FAR 52.243-1 CHANGES - FIXED PRICE (AUG 1987)** (Notes 1 and 2 apply. Alternate I applies if this Contract is for services. Alternate II applies if this contract is for supplies and services.)

**FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)** (Applies if the Prime Contract requires Change Order Accounting. Note 2 applies.)

**FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)**

**FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)**

**FAR 52.245-1 GOVERNMENT PROPERTY (SEPT 2021)** ("Contracting Officer" means "ITI ENGINEERING" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes ITI ENGINEERING. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "ITI ENGINEERING" and except in paragraphs (d)(2) and (g) where the term includes ITI ENGINEERING. The following is added as paragraph (n) "SELLER shall provide to ITI ENGINEERING immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with SELLER, or (ii) makes a determination that SELLER's property management practices are inadequate, and/or present an undue risk, or that SELLER has failed to take corrective action when required.")

**FAR 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)** (Note 2 applies. Note 3 applies, except in paragraph (b) the second time "Government" appears; (f), (h), (j), and (l) where Note 1 applies.)

**FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)** (Note 3 applies, except in paragraphs (e) and (f) where Note 1 applies.)

**FAR 52.246-26 REPORTING OF NONCONFORMING ITEMS (NOV 2021)** Applies if this Contract is for the items listed in paragraph (g) of the clause. Copies of reports provided under this clause shall be provided to ITI ENGINEERING as well as the Contracting Officer. SELLER shall notify ITI ENGINEERING when it issues a GIDEP report pursuant to this clause.

**FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)** (Applies if this Contract involves international air transportation.)

**FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (NOV 2021)**

**FAR 52.248-1 VALUE ENGINEERING (JUN 2020)** (Applies if this Contract exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of award of this Contract. Note 1 applies, except in paragraphs (c)(5), where Note 3 applies and except in (b)(3) where Note 4 applies, and where "Government" precedes "cost" throughout. Note 2 applies. In paragraph (m) "Government is unchanged." Also, "Government" does not mean "ITI ENGINEERING" in the phrase "Government costs.")

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**FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)** (Notes 1 and 2 apply. Note 4 applies to the first time "Government" appears in paragraphs (b)(4) and (b)(6), it applies to all of paragraph (b)(8) and it applies to the second time "Government" appears in paragraph (d). In paragraph (n) "Government" means "ITI ENGINEERING and the Government". In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "6 months." Paragraph (j) is deleted. In paragraph (l) "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

**FAR 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS (AUG 2016)** (Applies in lieu of FAR 52.249-2 if this Contract is for research and development work with an educational or nonprofit institution on a no-profit or no-fee basis. Notes 1 and 2 apply. In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "1 year" is changed to "6 months" In paragraph (e) "1 year" is changed to "6 months." Paragraph (h) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

**FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)** (Notes 1 and 2 apply, except Note 1 is not applicable to paragraph (c). Note 4 applies to the second and third time "Government" appears in paragraph (e). Timely performance is a material element of this Contract.)

**G. PROVISIONS OF THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) INCORPORATED BY REFERENCE**

The following DFARS clauses apply to this Contract:

**DFARS 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2022)** (Applies if this Contract exceeds the simplified acquisition threshold. The terms "contract," "contractor," and "subcontract" shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to ITI Engineering not the Government. In paragraph (f), note 5 applies.)  
**DFARS 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)**

**DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019)** (Applies when FAR 52.203-13 applies to this Contract.)

**DFARS 252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019)** (Applies in lieu of FAR 52.203-14. Applies if this Contract exceeds the threshold at DFARS 203.1004(b)(2)(ii)).

**DFARS 252.204-7009 LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)** (Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)

**DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)** (Applies if this Contract is for operationally critical support or for which performance will involve covered defense information. SELLER shall furnish ITI ENGINEERING copies of notices provided to the Contracting Officer at the time such notices are sent. SELLER shall also furnish ITI ENGINEERING copies of any reports SELLER receives from its lower tier subcontractors.)

**DFARS 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)**

**DFARS 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)** (Copies of reports provided by SELLER under this clause will be provided to ITI ENGINEERING.)

**DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)**

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**DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2022)** (Applies if this Contract requires the Work to contain unique item identification." Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to ITI ENGINEERING. "Government" means "ITI ENGINEERING" except in the definition of "issuing agency" in paragraph (a).)

**DFARS 252.215-7008 ONLY ONE OFFER (DEC 2022)** (Applies if this subcontract exceeds the simplified acquisition threshold.)

**DFARS 252.215-7010 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (JUL 2019)** This clause applies in lieu of FAR 52.215-20. Contracting Officer means "ITI ENGINEERING" Paragraph (b)(ii)(E) is deleted.

**DFARS 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) - BASIC (DEC 2019)** (Applies if FAR 52.219-9 applies to this Contract.)

**DFARS 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)** (The certification in paragraph (b)(2) applies to both SELLER in its own capacity and to SELLER's covered subcontractors.)

**DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991)** (Applies if this Contract requires the delivery of hazardous materials.)

**DFARS 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)** (Applies only if the articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants. Notes 2, 3, and 5 apply to paragraphs (g)(1)(i) and (e)(1)(ii). Note 3 applies. Delete "prime" in (g)(1)(ii) and add "and ITI ENGINEERING Procurement Representative." Delete in (g)(1)(ii) "substituting its name for references to the Government.")

**DFARS 252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)** (Applies if DFARS 252.223-7002 applies to this Contract. Notes 2 and 4 apply.)

**DFARS 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)** (Applies if this Contract 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.)

**DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)** (Note 2 applies.)

**DFARS 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (JUN 2022)** (Applies if the Work contains other than domestic components. Applies in lieu of FAR 52.225-1.)

**DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018)** Applies if this contract is for an item on the United States Munitions List or the 600 series of the Commerce Control List.)

**DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (DEC 2022)** (Applies if the Work to be furnished contains specialty metals. Paragraph (d) is deleted.)

**DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022)**

**DFARS 252.225-7013 DUTY-FREE ENTRY (DEC 2022)** (Notes 1 and 2 apply in subparagraph (c). Applies in lieu of FAR 52-225-8. The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information

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is not available, contact ITI ENGINEERING's Procurement Representative.)

**DFARS 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)** (Applies if Work supplied under this Contract contains ball or roller bearings. Note 1 applies to subparagraph (a) (2).)

**DFARS 252.225-7021 TRADE AGREEMENTS (DEC 2022)** (Applies if the Work contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.)

**DFARS 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003)** (Applies if this Contract is with a United Kingdom firm. Note 2 applies. Note 1 applies to the second sentence of paragraph (a).)

**DFARS 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)** (Applies where SELLER will be performing or traveling outside the U.S. under this Contract. For paragraph (c), see applicable information cited in DFARS 225.7401.)

**DFARS 252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)**

**DFARS 252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (DEC 2022)** (Applies except where an exception in paragraph (c) applies.)

**DFARS 252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022)**

**DFARS 252.225-7058 POST-AWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (AUG 2022)** (Applicable if this Contract exceeds \$5,000,000. Disclosures required by this clause will be made to ITI ENGINEERING.)

**DFARS 252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (DEC 2022)**

**DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019)** (Applies if this Contract exceeds \$500,000. Note 2 applies to paragraph (c) the first time "Contracting Officer" appears. In subparagraph (f)(1) "Contractor" shall mean "ITI ENGINEERING." ITI ENGINEERING shall have no liability to SELLER for any incentive payment under this clause unless and until the Government provides said incentive payment to ITI ENGINEERING on behalf of SELLER.)

**DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (DEC 2022)** (Applies in lieu of FAR 52.227-14.)

**DFARS 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)** (Applies in lieu of FAR 52.227-14.)

**DFARS 252.227-7015 TECHNICAL DATA -- COMMERCIAL ITEMS (DEC 2022)** (Applies to commercial items delivered under this Contract)

**DFARS 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)**

**DFARS 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP 2016)**

**DFARS 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)** (For paragraph (c)(1), note 3 applies.)

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**DFARS 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)** (Note 1 applies.)

**DFARS 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)** (Note 1 applies to the first sentence.)

**DFARS 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)** (The definitions for "contract" and "subcontract" shall not apply herein, except for the first reference to contract. Note 4 applies.)

**DFARS 252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000)** (Notes 1 and 2 apply to (a); Note 4 applies to (b).)

**DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (DEC 2022)**

**DFARS 252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012)** (Applies if (1) SELLER is not small business or nonprofit organization subject to FAR 52.227-11, and (2) the Contract is for experimental, developmental, or research work. FAR 52.227-13 applies in lieu of this clause if SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.)

**DFARS 252.228-7005 MISHAP REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (NOV 2019)** (In paragraph (a) note 5 applies. In paragraph (b) note 3 applies.)

**DFARS 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)**

**DFARS 252.232-7017 ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS - PROHIBITION ON FEES AND CONSIDERATION (DEC 2022)** (Note 1 applies.)

**DFARS 252.235-7003 FREQUENCY AUTHORIZATION - BASIC (MAY 2014)** (Applies if this Contract requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization. Note 2 applies.)

**DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)** (Applies if this is a fixed price contract).

**DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2022)**

**DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)** (Applies if this Contract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. SELLER shall provide notifications to ITI ENGINEERING and the contracting officer identified to SELLER.)

**DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016)** (Paragraphs (a) through (e) apply. In paragraph (c)(2) Note 3 applies. In paragraph (c)(6) Note 6 applies.)

**DFARS 252.246-7008 SOURCES OF ELECTRONIC PARTS (MAY 2018)** (Applies if this contract is for electronic parts or assemblies containing electronic parts, unless SELLER is the original manufacturer. Note 1 applies except in paragraph (d). Note 2 applies.)

**DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (FEB 2019)** (Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below the simplified acquisition

threshold.. Notes 1 and 2 apply to paragraph (g).)

**DFARS 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 2022)** (Applies if this Contract is equal or exceeds the threshold specified in DFARS 249.7003(c)(2)(i) and 249.7003(c)(2)(ii). Note 2 applies. Delete paragraph (d)(1) and the first five words of paragraph (d)(2).)

#### **H. MOHW IDIQ N00019-22-D-0004 Prime Supplemental Flowdown Clauses**

**DFARS 252.225-7012 Preference for Certain Domestic Commodities (MAR 2022)** (Applies if Seller is furnishing any of the items covered by this clause.)

**FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)**

**FAR 52.203-16 Preventing Personal Conflicts of Interest (JUN 2020)** (Applies if this Contract exceeds the simplified acquisition threshold in FAR 2.101 and Seller employees will perform acquisition functions closely associated with inherently governmental functions.)

**FAR 52.208-9 Contractor Use of Mandatory Sources of Supply or Services (MAY 2014)** ("Contracting Officer" means "ITI Engineering.")

**FAR 52.227-1 ALT I Authorization and Consent – Alternate I (APR 1984)**

**FAR 52.228-3 Workers' Compensation Insurance (Defense Base Act) (APR 1984)** (Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

**FAR 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)** (Applies if Seller will perform work to which the Defense Base Act would apply but for the waiver.)

**FAR 52.229-8 Taxes Foreign Cost-Reimbursement Contracts (MAR 1990)** (Applies if this is a cost-reimbursement type contract which will be performed wholly or partly in a foreign country. In paragraph (b), "Contracting Officer" and "Government of the United States" means "ITI Engineering.")

**FAR 52.232-16 Progress Payments (NOV 2021)** (Applies if Seller will receive progress payments during the performance of this Contract. "Contracting Officer" means "ITI Engineering" except in paragraph (g) where it means "ITI Engineering or Contracting Officer." "Government" means "ITI Engineering" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "ITI Engineering and the Government.")

**FAR 52.232-17 Interest (MAY 2014)** ("Government" means "ITI Engineering.")

**FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)** (Applies if software or services will be retransferred to the Government.)

**FAR 52.234-4 Earned Value Management System (NOV 2016)** (The terms "Contracting Officer" and "Government" include ITI Engineering.)

**FAR 52.239-1 Privacy or Security Safeguards (AUG 1996)** (Applies is this Contract is for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.)

**FAR 52.243-2 ALT II Changes-Cost-Reimbursement-Alternate II (APR 1984)** (Applies if this is a cost reimbursement type contract for services and supplies. "Contracting Officer" and "Government" mean "ITI Engineering." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

**FAR 52.243-2 ALT III Changes-Cost-Reimbursement-Alternate III (APR 1984)** (Applies if this is a cost reimbursement type contract for construction. "Contracting Officer" and "Government" mean "ITI Engineering." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

**FAR 52.245-9 Use and Charges (APR 2012)** (Applies if Government property will be provided for the performance of this Contract. Communications with the Government under this clause will be made through ITI Engineering.)

**FAR 52.246-2 ALT I Inspection of Supplies Fixed-Price – Alternate I (JUL 1985)** (Applies if this is a fixed price incentive type contract. "Government" means "ITI Engineering and the Government" except in paragraphs (f), (j), and (l) where it means "ITI Engineering." "Contracting Officer" means "ITI Engineering.")

**FAR 52.246-15 Certificate of Conformance (APR 1984)** (Applies if Seller will make direct shipments to the Government.)

**FAR 52.247-64 ALT II Preference for Privately Owned U.S.-Flag Commercial Vessels – Alternate II (NOV 2021)** (In the last sentence of paragraph (c) "Subcontractor" means "Seller and lower term subcontractor." "Contracting Officer" means "ITI Engineering.")

**DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors (FEB 2019)** (Applies if Seller will requires routine physical access to a Federally-controlled facility or military installation during the performance of this Contract.)

**DFARS 252.209-7010 Critical Safety Items (AUG 2011)** (Applies if Seller shall furnish critical safety items.)

**DFARS 252.211-7006 Passive Radio Frequency Identification (DEC 2019)** (Applies if Seller shall make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause.)

**DFARS 252.211-7007 Reporting of Government-Furnished Property (MAR 2022)** (Applies if Seller will be in possession of Government furnished property during the performance of this Contract.)

**DFARS 252.211-7008 Use of Government-Assigned Serial Numbers (SEP 2010)** (Applies if Seller will be in possession of Government furnished property during the performance of this Contract and ITI Engineering has not assumed responsibility for marking.)

**DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (MAY 2019)** (Applies if Seller is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans.)

**DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003)**

**DFARS 252.225-7054 Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation (AUG 2021)** (Applies if this Contract is for furnished energy at a covered military installation.)

**DFARS 252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-00015) (MAY 2020)**

**DFARS 252.227-7013 ALT I Rights in Technical Data-Noncommercial Items – Alternate I (JUN 1995)**

**DFARS 252.227-7013 ALT II Rights in Technical Data--Noncommercial Items – Alternate II (MAR 2022)**

**DFARS 252.229-7006 Value Added Tax Exclusion (United Kingdom) (DEC 2011)** (Applies if Seller is a United Kingdom firm. "This contract" means "the prime contract.")

**DFARS 252.229-7011 Reporting of Foreign Taxes - U.S. Assistance Programs (SEP 2005)** (Applies if this Contract exceeds \$500. Copies of all notifications made pursuant to this clause shall be made to Lockheed Maritn.)

**DFARS 252.234-7002 Earned Value Management System (MAY 2011)** (Applies to cost or incentive type contracts valued at \$20,000,000 or more and for other contracts as identified in the SSOW. "Government" means "ITI Engineering and Government." Paragraphs (i) and (j) are deleted.)

**DFARS 252.234-7004 Cost and Software Data Reporting System (NOV 2014)** (Applies if this contract exceeds \$50,000,000. In paragraph (b), "Government" means "ITI Engineering.")

**DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)** (Applies if Seller is required to tag, label, or mark Government furnished property during the performance of this Contract.)

**DFARS 252.246-7001 ALT I Warranty of Data – Alternate I (MAR 2014)** (Applies if this is a fixed price incentive type contract and data will be acquired from Seller. "Government" means "ITI Engineering or the Government." "Contracting Officer" means "ITI Engineering." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to ITI Engineering, or if the data is delivered to the Government, either by ITI Engineering or Seller, the warranty period shall extend for three years after delivery to the Government.")

**DFARS 252.246-7006 Warranty Tracking of Serialized Items (MAR 2016)** (Applies if serialized items are acquired from Seller.)

**NAVAIR 5252.204-9501 NATIONAL STOCK NUMBERS (NAVAIR) (MAR 2007)** ("Contracting Officer" means "ITI Engineering.")

(a) This clause applies to supplies that are stock numbered under Federal Catalog System procedures.

(b) Unless otherwise authorized by the Contracting Officer, in writing, the Contractor shall not deliver any supplies until the supplies have been marked with a National Stock Number. All available National Stock Numbers will be furnished by the Government. If National Stock Numbers are not furnished by the Government in time to meet the delivery schedule for the supplies, the Contractor may present the supplies that are scheduled for delivery to the Contracting Officer for acceptance. The Contracting Officer may accept such supplies without National Stock Numbers and the Government will pay the Contractor therefore, provided that title to the supplies is vested in the Government.

(c) The term "Federal Stock Number" (FSN), which may be referred to in the specifications of this contract or elsewhere in this contract, shall mean "National Stock Number" (NSN), and the term "Federal Item Identification Number", wherever it appears, shall mean "National Item Identification Number".

**NAVAIR 5252.211-9510 CONTRACTOR EMPLOYEES (NAVAIR) (MAY 2011)**

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

(1) Not by word or deed give the impression or appearance of being a Government employee;

(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;

(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

**NAVAIR 5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)**

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

**NAVAIR 5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009)** (The term "prime contractor" means "Seller.")

(a) During the performance of this contract, the Government may use an independent services contractor (ISC). who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

**NAVAIR 5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)** (Applies if Seller will be performing work on a Government installation.)

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, "Insurance--Work on a Government Installation and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

**NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)** (Applies if Seller will make direct shipments to the Government.)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

**NAVAIR 5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005)** (Applies if Seller will make direct shipments to the Government.)

(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.

(b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:

(1) FMS Case Number.

(2) Part Number (with CAGE Code).

(3) For - the organization/address the material is shipped to.

(4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)

(5) Project Code number.

(6) Project Directive Line Item (PDLI) Number.

(7) Requisition Serial Number (RSN).

(8) Quantity.

(9) From - the contractor's address shipped from.

(10) Ship to - the shipping address provided in the contract.

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- (11) Transportation Priority
- (12) Required Delivery Date

(c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered.

## **I. CERTIFICATIONS AND REPRESENTATIONS**

SELLER acknowledges that ITI ENGINEERING will rely upon SELLER certifications and representations, including representations as to business size and socio-economic status as applicable, contained in this clause and in any written offer, proposal or quote, or company profile submission, which results in award of a contract to SELLER. By entering into such contract, SELLER republishes the certifications and representations submitted with its written offer, including company profile information, and oral offers/quotations made at the request of ITI ENGINEERING, and SELLER makes those certifications and representations set forth below. SELLER shall immediately notify ITI ENGINEERING of any change of status regarding any certification or representation.

### **1. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts the threshold specified in FAR 3.808 on the date of subcontract award)**

(a) Definitions. As used in this provision--

"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).

The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. SELLER hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, SELLER shall complete and submit, with its offer, to ITI ENGINEERING OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. SELLER need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

### **2. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters**

(a)(1) SELLER certifies, to the best of its knowledge and belief, that--

(i) SELLER and/or any of its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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(B) 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;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii) SELLER has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment; and similar positions).

(b) SELLER shall provide immediate written notice to ITI ENGINEERING if, at any time prior to contract award, SELLER learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that SELLER knowingly rendered an erroneous certification, in addition to other remedies available, ITI ENGINEERING may terminate this contract for default.

**3. FAR 52.222-22 Previous Contracts and Compliance Reports**

(a) SELLER represents that if SELLER has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (1) SELLER has filed all required compliance reports and (2) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.

**4. FAR 52.222-25 Affirmative Action Compliance**

(a) SELLER represents: (1) that SELLER has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, SELLER will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Contract.

(b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.