



## **DOD CONTRACT REQUIREMENTS**

The following provisions are applicable to this order to the extent provided herein. As used therein, “FAR” shall mean the Federal Acquisition Regulation. “DFARS” shall mean the department of Defense Supplement to the Federal Acquisition Regulation. Government contract clauses incorporated by reference are those in effect on the date the latest Government Prime contract under which this order is issued. The Government clauses are the FAR and DFARS clauses cited unless the Government contract number on the face of this order indicated that this order is placed under a DOT prime or higher-tier subcontract, in which event the clauses indicated below, respectively are applicable. In all such clauses, unless otherwise specified, “this contract” shall mean this purchase order. “Contractor” shall mean Seller, “Contracting Officer shall mean Buyer, “Government” shall include Buyer to the extent necessary to enable Buyer to administer this order and to perform its obligations under its Government prime contract or higher-tier, and “ Subcontract(s)” and “Subcontractor(s)” shall mean Seller’s lower-tier subcontractor(s) subcontractor(s) respectfully. Copies of FAR and DFAR may be obtained from the Government Printing Office, Washington, DC or may be viewed at <http://farsite.hill.af.mil/search.htm> on the Internet.

### **A) Commercial Item/Services Procurements: If the items and/or services being procured under this order meet the definition of commercial item found in FAR**

- 52.222-26 Equal Opportunity
- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era: If value of this order is \$10,000 or more.
- 52.222.36 Affirmative Action for Workers with Disabilities: If value of this order is \$10,000 or more. Paragraph (b) (2) is revised to delete and provided by or through the Contracting Officer and insert and provided upon request by the Contracting officer through the Buyers purchasing representative.
- 52.233-3 Protest After Award: All: Substitute “Buyer” for “Contracting Officer” and “Government” and “Seller” for “Contractor”
- 52.244-6 Subcontract for Commercial Items and Commercial Components
- 52.247-64 Preference for Privately Owned US Flag Commercial Vessels

### **B) Government Contract Clauses--The following Far provisions are incorporated herein by reference as applicable unless otherwise stated on the face of this purchase order.**

- 52.203-5 Covenant Against Contingent Fees
- 52.203-6 Restriction on Subcontractor sales to the Government; If value of this order is \$100,000 or more subject to Articles 3 and 4 of the General Provision of this order.
- 52.203-7 Anti-kickback Procedures: If value of this order is \$100,000 or more, except that paragraph (2) is amended by adding the following sentence: “Unless otherwise prohibited by law, Seller shall notify Buyer’s Purchasing Representative whenever such a report has been made, “ and by revising paragraph (4) by deleting “The contracting officer may” and inserting “To the extent that the contracting officer has effected an offset at the prime contract level or has directed the Buyer to withhold any sum from the Seller, Buyer may:
- 52.203-11 Certifications and Disclosure Regarding Payments to Influence Certain Federal Transactions: If value of the order is \$100,000 or more.
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions: If value of this order is \$100,000 or more.
- 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment: If value of this order is \$25,000 or more
- 52.211-5 Material Requirements:
- 52.211-15 Defense Priority and Allocation Requirements
- 52.215-17 Waiver of Facilities Capital Cost of Money



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52.219-8	Utilization of Small Business Concerns
52.222-3	Convict Labor
52.222-20	Walsh-Healey Public Contract Act: If value of this is \$10,000 or more.
52.222-21	Prohibition of Segregated Facilities: If value of this is \$10,000 or more.
52.222-26	Equal Opportunity
52.222-35	Affirmative Action for Disabled Veterans & Veterans of the Vietnam Era: If value of this is \$10,000 or more.
52.222-36	Affirmative Action of Workers with Disabilities: If value of this is \$10,000 or more.
52.222-37	Employment Reports on Disabled Veterans & Veterans of the Vietnam Era: If value of this is \$10,000 or more.
52.223-3	Hazardous Material Identification & Material Safety Data
52.233-7	Notice of Radioactive Materials
52.225-8	Duty Free Entry: If value of this is \$100,000 or more.
52.225-13	Restrictions on Certain Foreign Purchases
52.227-1	Authorization and Consent: If this clause is included in the prime or lower tier contract under which this order is a subcontractor.
52.227-10	Filing of Patent Application Classified Subject Matter
52.229-3	Federal, State & Local Taxes
52.232-17	Interest
52.243-6	Change Order Accounting
52.245-2	Government Property (Fixed-Price Contracts)
52.247-63	Preference for US Flag Air Carriers
52.247-64	Preference for Privately Owned US Flag Commercial Vessels

**In addition, the following DFARS clauses are incorporated herein by reference as applicable if the face of this order indicates it is placed under a prime or lower tier contract with a component of the department of Defense or indicated that it is placed under a US Government prime or lower tier contract and does not identify the Governmental agency which issued the prime contract.**

252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies: If value of this order is \$100,000 or more.
252.204-7000	Disclosure of Information
252.204-7003	Control of Government Personnel Work Product
252.215-7000	Pricing Adjustments
252.225-7001	Buy American Act and Balance of Payments Program
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7009	Duty-Free Entry – Qualifying Country Supplies (End Products & Components)
252.225-7010	Duty-Free Entry – Additional Provisions
252.225-7012	Preference for Certain Domestic Commodities
<b>252.225-7014</b>	<b>Preference for Domestic Specialty Metals; Alt. 1 is applicable to this order</b>
252.225-7015	Preference for Domestic Hand of Measuring Tools
252.225-7025	Restriction on Acquisition of Forgings
252.225-7028	Exclusionary Policies & Practices for Foreign Governments
252.231-7000	Supplemental Cost Principles
252.243-7000	Engineering Change Proposals
252.243-7001	Warranty of Data
252.247-7023	Transportation of Supplies by Sea: If value of this order is \$100,000 or more.
252.247-7024	Notification of Transportation of Supplies by Sea: If value of this order is \$100,000 or more.
1852.219-74	Use of Rural Area Small Business



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1852.223.71 Frequency Authorization

**C) Special Labor Provision.** The following clauses are incorporated herein by reference to the extent they are included in Buyer's prime or higher-tier subcontract under which this order is placed.

- 1) Service Contract Act of 1965, as Amended, FAR 52.222-41. As used therein, Contractor shall mean Seller except in the term "Government Prime Contractor".
- 2) Contract Work Hours and Safety Standards Act – Overtime compensation – FAR 52.222-4. As used therein, "Contractor" shall mean Seller except in the term "Prime Contractor". Buyer reserves the right to withhold out of monies payable to Seller an amount equal to that withheld by the Contracting Officer under the Buyer's prime or higher-tier subcontract pursuant to the "Withholding of Funds" clause for liabilities, acts or omissions of Seller or its subcontract(s).

**D) Cost or Pricing Data:** If the Seller is required to furnish a Certificate of Current Cost or Pricing Data substantially in conformance with the form prescribed in FAR Subsection 15.406-2 in connection with the pricing for this order or any change thereto or modification thereof, the following FAR clauses are incorporated herein by reference: Price Reduction for Defective Cost or pricing Data, FAR 52.215-10; Price Reduction for Defective Cost or Pricing Data - Modifications, FAR 52.215-11; Subcontractor Cost or Pricing Data, FAR 52.215-12; Subcontractor Cost or Pricing Data - Modifications, FAR 52.215-13.

In addition, upon request by Buyer's personnel, Seller agrees to disclose complete, accurate and current cost or pricing data to Buyer in support and prior to the conclusion of Buyer's negotiations with the US Government if this order is issued under a US Government prime contract and the Truth in Negotiations Act requires disclosure of Seller's cost of pricing data prior to the agreement on the order without regard to the date on which Seller and Buyer enter into this order

**E) Clean Air Water:** Seller shall comply with the provision of the Clean Air Act if value of this order is \$100,000 or more, or is of indefinite quantity and expected to be \$100,000 or more. Or if Seller's facility to be used in connection with this order has been the subject of conviction under the Clear Air Act (42 U.S.C. 1857- c-8 (c) (1) or the Federal Water Pollution Control Act (33 U.S.C. 1319 (c ) and is listed by the EPA, or this order is not otherwise exempt. Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (including reasonable attorneys' fees) or liability resulting from any failure of the Seller or his lower tier subcontractors to comply herewith.

**F) Certifications of Claims:** Seller shall provide a certification of any claim or request for adjustment submitted by it that forms the bases of a claim or request or adjustment submitted to the Government or Buyer's customer by the Buyer. Seller's certification shall be in the form a signed by the appropriate official of the Seller as set forth in the "Disputes" clause, FAR 52.233-1, as directed by the Buyer. Seller shall provide such certification upon request by the Buyer for any such claim or request for adjustment regardless of the value hereof. Seller shall indemnify and hold harmless the Buyer for any liability or reduction in Buyer's claim or request for adjustment to its customer resulting from any false or fraudulent statement or certification submitted by Seller in connection with this order.



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### **G) Procurement Certification:**

- a. By acceptance and performance of this order, Seller shall submit the certification required in paragraph (b) of FAR 52.203-11 "Certification and Disclosures Regarding Payments to Influence Certain Federal Transactions" for all procurements valued at \$100,000 or more.
- b. By acceptance and performance of this order, Seller certifies that except as previously disclosed in writing to Buyer's Purchasing Representative executing this order, neither Seller or its principals is presently debarred, suspended or under consideration for department of the Federal Government ( Reference FAR 52.209-5)
- c. If any of the above certifications shall cease to be correct and accurate at any time during performance of this order, Seller shall immediately notify the Buyers purchasing Representative having cognizance over this order. Seller agrees that any failure to accurately certify or any adverse change in such certification shall be grounds for terminating this order for Seller's default. Seller agrees to indemnify and hold harmless Buyer for any losses, damages, fines or penalties imposed as the result of any of the above certifications being false

**H) Applicability of Federal Procurement Law:** This order shall be governed by and construed in accordance with the laws of U.S. Government contracts as set forth by statute and applicable regulations, and by decisions by appropriate courts and Boards of Contract Appeals. To the extent that the laws referred to in the foregoing sentence are not determinative of any issue arising out of the provision of this order, recourse shall be the law of the state wherein Buyer's place of business issuing this order is located.