

APPENDIX A
CRENLO FLOWDOWN CLAUSES FOR COMMERCIAL ITEMS PURCHASED IN
SUPPORT OF A GOVERNMENT CONTRACT

1. **RATED ORDER.** If so identified in the Purchase Order, this is a “rated order” certified for national defense use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulations (15 C.F.R. Part 700).

2. **CERTIFICATIONS.**

a. By performing this Purchase Order, Seller certifies that neither Seller nor any of its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. “Principal” 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. By performing this Purchase Order, Seller 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, or an employee of a Member of Congress on its behalf in connection with the awarding of this Purchase Order. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of Seller with respect to this Purchase Order, Seller shall complete and submit, with its offer, 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 Seller to whom payments of reasonable compensation were made. Submission of this certification and disclosure is a prerequisite for making or entering into this Purchase Order 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. As used in this Certification, “Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8) and the remaining terms are defined in FAR 52.203-12, “Limitation on Payments to Influence Certain Federal Transactions.”

c. By performing this Purchase Order, Seller certifies that each end product, except those identified in the Purchase Order as a foreign end product, is a domestic end product and that for other than COTS items, Seller has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. Seller shall identify in the Purchase Order all foreign end products, including those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in FAR 52.225-1, “Buy American Act – Supplies.”

3. **EXPORT CONTROLS.**

a. Seller agrees to comply with all applicable export and re-export control laws and regulations, including but not limited to the Export Administration Regulations (EAR) maintained by the U.S. Department of Commerce, the International Traffic in Arms Regulations (ITAR) maintained by the Department of State, and trade and economic sanctions regulations maintained by the Department of Treasury's Office of Foreign Assets Control (OFAC regulations).

b. Seller shall be responsible for obtaining any license required under the EAR, ITAR, OFAC regulations, or other export control regime. Seller will identify in writing to Buyer those items, technology, and software for which an export license is required and provide export classification and licensing information necessary for export documents, including but not limited to the classification of items under the applicable export control regimes (e.g., Export Control Classification Numbers under the Commerce Control List or Categories under the U.S. Munitions List), the applicability of license exceptions, and licenses obtained by Seller. Seller agrees to indemnify Buyer for any fines, penalties, claims, losses, damages, costs (including legal costs), expenses and liabilities that may arise as a result of Seller's breach of this provision.

4. **CERTIFICATES OF CONFORMANCE.** Seller shall include with all shipments of supplies a Certificate of Conformance as follows:

I certify that on *[insert date]*, the *[insert Seller's name]* furnished the supplies or services call for by Purchase Order No. *[insert Purchase Order number]* via *[insert Carrier]* on *[identify the bill of lading or shipping document]* in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document. I further certify that the supplies comply with the applicable domestic sourcing requirements of the Buy American Act and the restrictions on specialty metals, as implemented through the Federal Acquisition Regulation and its Department of Defense Supplement.

Date of Execution: _____

Signature: _____

Title: _____

5. **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to examine any of

Seller's or any subcontractors' records that pertain to, and involve transactions relating to, this Purchase Order. Seller shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this Purchase Order or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this Purchase Order. If this Purchase Order is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals or to litigation or the settlement of claims arising under or relating to this Purchase Order shall be made available until such appeals, litigation, or claims are finally resolved. As used in this Section (5), records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Seller to create or maintain any record that Seller does not maintain in the ordinary course of business or pursuant to a provision of law.

6. **DISPUTES.** If Buyer elects to prosecute any dispute involving this Purchase Order under the disputes procedure applicable to the U.S. Government prime or higher-tier contract, Seller shall cooperate fully with Buyer in prosecuting the dispute. Seller shall be bound by the final outcome of the disputes procedure if: (i) Buyer has afforded Seller an opportunity to participate in Buyer's prosecution of the dispute; or (ii) Buyer, having decided to discontinue its own prosecution of the dispute, has afforded Seller an opportunity to continue to prosecute the dispute in Buyer's name. Buyer and Seller shall each bear their own costs of prosecuting any dispute. Pending the final resolution of any dispute arising out of or relating to this Purchase Order, Seller shall proceed diligently with performance of this Purchase Order, including the delivery of goods or services.

7. **REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS**

a. If the Purchase Order has a value of \$25,000 or more, within five (5) calendar days of Buyer's request, Seller shall provide Buyer with the following information: (i) the unique identifier (DUNS Number) for both Seller and, if applicable, its parent company; (ii) a description of the products or services provided under the Purchase Order; (iii) Seller's physical address including street address, city, state, country, and nine-digit zip code and congressional district; and (iv) Seller's primary performance location including street address, city, state, country, and nine-digit zip code and congressional district.

b. Seller shall report to Buyer within five (5) calendar days of Seller's request, the names and total compensation of each of Seller's five most highly compensated executives for Seller's preceding completed fiscal year if in Seller's preceding fiscal year, Seller received:

i. 80 percent or more of its annual gross revenues from Federal contracts, subcontracts, loans, grants, subgrants, and cooperative agreements;

ii. \$25,000,000 or more in annual gross revenues from Federal contracts, subcontracts, loans, grants, subgrants, and cooperative agreements; and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

c. The terms “executive” and “total compensation” are defined in FAR 52.204-10, “Reporting Executive Compensation and First-Tier Subcontract Awards.”

d. This Section (6) shall not apply if Seller, in the previous tax year, had gross income from all sources under \$300,000.

8. **FAR/DFARS CLAUSES.** The following clauses set forth in the Federal Acquisition Regulation (“FAR” available at <http://www.acquisition.gov/FAR>) and the Department of Defense FAR Supplement (“DFARS” available at <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>) in effect as of the date of the applicable prime contract are incorporated herein by reference with the same force and effect as if they were given in full text. For purposes of this Purchase Order, the following clauses shall operate, impose the obligations and responsibilities of the parties and be interpreted as if “Government” means “Buyer,” “Contracting Officer” means an authorized representative of Buyer’s purchasing department, “Contract” means this “Purchase Order,” “Offeror” means “Seller,” “Contractor” means “Seller,” and “Disputes clause” means the disputes clause of this Purchase Order. Seller shall also include these FAR and DFARS clauses into each lower-tier subcontract it issues, as applicable.

FAR	Clauses
52.202-1	Definitions
52.203-3	Gratuities
52.203-6	Restriction on Subcontractor Sales to the Government (if the purchase order exceeds \$150,000)
52.203-7	Anti-Kickback Procedures (if the purchase order exceeds \$150,000)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (if the purchase order exceeds \$150,000)
52.203-13	Contractor Code of Business Ethics and Conduct (if the purchase order exceeds \$5,000,000 and has a performance period of more than 120 days)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (if the purchase order is funded under the American Recovery and Reinvestment Act of 2009)
52.204-9	Personal Identity Verification of Contractor Personnel (if Seller’s employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a federally-controlled information system)
52.209-6	Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (if the purchase order exceeds \$30,000)

52.211-15	Defense Priority and Allocation Requirements (if the purchase order is a rated order certified for national defense use)
52.219-8	Utilization of Small Business Concerns
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (if the purchase order is over \$100,000)
52.222-36	Affirmative Action for Workers with Disabilities
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (if the purchase exceeds \$100,000)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-41	Service Contract Act of 1965 (if the purchase order is subject to the Act)
52.222-50	Combating Trafficking in Persons
52.222-51	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements
52.222-54	Employment Eligibility Verification (if the purchase order is for commercial or non-commercial services or construction)
52.223-18	Contractor Policy to Ban Text Messaging While Driving
52.225-13	Restrictions on Certain Foreign Purchases
52.227-1*	Authorization and Consent (if the purchase order exceeds \$100,000)
52.227-2*	Notice and Assistance Regarding Patent and Copyright Infringement (if the purchase order exceeds \$150,000)
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment – Major Systems (for non-Department of Defense purchase orders that require the delivery of technical data)
52.227-22	Major Systems – Minimum Rights (for non-Department of Defense purchase orders that require the delivery of technical data)
52.233-3	Protest After Award (in paragraph (b)(2), the term “30 days” is changed to “15 days”)
52.242-15	Stop-Work Order (in paragraph (b)(2), the term “30 days” is changed to “15 days”)
52.242-17	Government Delay of Work (in paragraph (b), the term “20 days” is changed to “10 days”)
52.245-1	Government Property (if the purchase order involves the use of government property)
52.245-9	Use and Charges (if the purchase order involves the use of government property)
52.245-17	Special Tooling (if the purchase order involves the use of special tooling)
52.245-18	Special Test Equipment (if the purchase order involves the use of special test equipment)
52.247-55	F.O.B. Point of Delivery of Government-Furnished Property (if the purchase order involves the use of government property)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels

DFARS	Clauses
252.203-7003	Agency Office of the Inspector General (if the purchase order exceeds \$5,000,000 and has a performance period of more than 120 days)
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (if the purchase order exceeds \$500,000)
252.227-7013*	Rights in Technical Data – Noncommercial Items (if the purchase order requires the delivery of technical data developed in any part at government expense)
252.227-7015*	Technical Data—Commercial Items (if the purchase order requires the delivery of technical data developed in any part at private expense)
252.227-7037*	Validation of Restrictive Markings on Technical Data (if the purchase order requires the delivery of technical data)
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (if the purchase order involves the acquisition of steel as a construction material)
252.246-7003	Notification of Potential Safety Issues
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation of Supplies by Sea

* No substitution of parties applies to this clause. References in the clause to the “government” shall mean the federal government.

9. CONSTRUCTION, INSTALLATION, ALTERATION, OR REPAIR SERVICES. If the Purchase Order requires Buyer to perform construction, installation, alteration, or repair services at a construction site in support of a U.S. Government prime contract or subcontract, in addition to the FAR and DFARS clauses identified in Section (8), the following FAR and DFARS clauses shall apply with the substitution of parties defined in Section (8).

FAR	Clauses
52.211-12	Liquidated Damages – Construction (if applicable, the Purchase Order will specify the amount of liquidated damages for each calendar day of delay)
52.222-6	Davis Bacon Act
52.222-7	Withholding of Funds
52.222-8	Payrolls and Basic Records
52.222-9	Apprentices and Trainees
52.222-10	Compliance with Copeland Act Requirements
52.222-11	Subcontracts (Labor Standards)
52.222-12	Contract Termination - Debarment
52.222-13	Compliance with Davis-Bacon and Related Act Regulations
52.222-14	Disputes Concerning Labor Standards
52.222-15	Certification of Eligibility
52.225-11	Buy American Act – Construction Materials Under Trade Agreements (if the Purchase Order requires the provision of construction material)
52.228-5	Insurance – Work on a Government Installation

52.236-2	Differing Site Conditions
52.236-5	Material and Workmanship
52.236-13	Accident Prevention
52.236-5	Material and Workmanship
52.248-3	Value Engineering - Construction
DFARS	Clauses
252.227-7033	Rights in Shop Drawings