



Certifications

Meggitt (Erlanger), LLC

A. Definitions. As used in this document:

"Buyer" means [Meggitt business unit name].

"Government" means the federal government of the United States.

"Order" means any contract or subcontract between the Buyer and the Seller for the supply of Products or Services, resulting from the Buyer's request.

"Product" means any products, components, goods or materials agreed in the Order to be supplied to the Buyer by the Seller (including any part or parts of them).

"Seller" means the company or corporation named on the quotation or Order acceptance and/or who supplies the Product and/or Services to the Buyer and applies to any reference in the applicable FAR/DFARS provisions to "contractor" or "offeror."

"Services" means any services (including without limitation any maintenance, repair and overhaul services) agreed in the Order to be provided to the Buyer by the Seller (including any part or parts of them).

B. Certifications and Representations.

The Seller certifies that the information provided herein shall remain valid from the date of signature below until the conclusion of any contract or order accepted by the Seller. The Seller agrees to provide immediate written notice to Buyer if any of the Seller's certifications and representations change at any time from the date of signature below through the performance of any contract or order accepted; such notice shall not constitute a waiver of the Seller's obligations to perform as previously certified. The Seller acknowledges that Buyer shall rely on the information provided herein in its performance of government contracts. The Seller understands that it may be subject to immediate default termination by Buyer, and/or debarment/suspension or prosecution for potential criminal or civil penalties by the U.S. Government, if the Seller misrepresents or falsely or fraudulently completes any of these certifications or representations. Further, the Seller hereby agrees to indemnify and forever hold Buyer harmless from any damages arising from a false or fraudulent certification herein. The Seller shall flow-down these certifications and their obligations to its suppliers, to the extent required by the applicable FAR/DFARS provision.

1. **FAR 52.203-7 Anti-Kickback Procedures (MAY 2014)** *(Applies only to orders that have a value in excess of \$150,000 USD)*

(A) Definitions:

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(B) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from:

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

- (C) The Seller certifies that it complies with FAR 52.203-7 and as such it has not violated the Anti-Kickback Act.

2. FAR 52.209-5 Certification Regarding Responsibility Matters (OCT 2015)

- (A) (1) The Seller certifies that it complies with FAR 52.209-5 and as such, to the best of its knowledge and belief, that:

(i) The Seller and/or any of its Principals:

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

(b) Have () 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 (if the Seller checks "have", the Seller shall also see 52.209-7);

(c) Are () 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

(d) Have (), have not (), within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(e) The Seller has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(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) The Seller shall provide immediate written notice to the Buyer if, at any time prior to order award or during order performance, the Seller learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (C) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of a Seller is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (D) The certification in paragraph (A) of this provision is a material representation of fact upon which reliance was placed when making this order award. If it is later determined that the Seller knowingly rendered an erroneous certification, in addition to other remedies available to the Buyer, the Buyer may terminate the order for default.

3. FAR 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) *(Applies only to orders that have a value in excess of \$35,000 USD and are not for commercially available off-the-shelf items)*

- (A) Definition. Commercially available off-the-shelf (COTS) item, as used in this clause:

(1) Means any item of supply (including construction material) that is:

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

- (B) The Seller shall require each proposed subcontractor whose subcontract will exceed \$35,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Seller, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the U.S. Government.
- (C) Other than a subcontract for a commercially available off-the-shelf item, the Seller certifies that it complies with FAR 52.209-6 and as such it will not enter into any subcontract, in excess of \$35,000 with a contractor that is debarred, suspended, or proposed for debarment by any agency of the U.S. Government.

4. FAR 52.222-50 Combating Trafficking in Persons (MAR 2015)

- (A) Definitions. As used in this clause:

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means:

Threats of serious harm to or physical restraint against any person;

Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item means:

(1) Any item of supply (including construction material) that is:

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the U.S. Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Seller directly engaged in the performance of work under the order who has other than a minimal impact or involvement in order performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person:

By threats of serious harm to, or physical restraint against, that person or another person;

By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of:

Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means:

Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(B) Policy. The Buyer and the United States Government have adopted a zero tolerance policy regarding trafficking in persons. The Seller certifies that it complies with FAR 52.222-50 and as such the Seller and the Seller's employees shall not:

(1) Engage in severe forms of trafficking in persons during the period of performance of the order;

(2) Procure commercial sex acts during the period of performance of the order;

(3) Use forced labor in the performance of the order;

- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
 - (5)
 - (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
 - (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
 - (6) Charge employees recruitment fees;
 - (7)
 - (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment—
 - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
 - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—
 - (ii) The requirements of paragraphs (B)(7)(i) of this clause shall not apply to an employee who is:
 - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
 - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
 - (iii) The requirements of paragraph (B)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The Seller shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the Seller shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (B)(7)(ii) of this clause apply.
 - (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
 - (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.
- (C) Seller requirements. The Seller further shall:
- (1) Notify its employees of:
 - (i) The Buyer's and the United States Government's zero tolerance policy described in paragraph (B) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the order, reduction in benefits, or termination of employment; and
 - (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (B) of this clause.
- (D) Notification. The Seller shall inform the Buyer immediately of:
- (1) Any information it receives from any source (including host country law enforcement) that alleges a Seller employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
 - (2) Any actions taken against Seller employees, subcontractors, or subcontractor employees pursuant to this clause.
- (E) Mitigating Factor. The Buyer may consider whether the Seller had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining Buyer's remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.
- (F) Full cooperation.
- (1) The Seller shall, at a minimum:

- (i) Disclose to the Buyer and the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
- (ii) Provide timely and complete responses to U.S. Government auditors' and investigators' requests for documents;
- (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
- (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with U.S. Government authorities.

(2) The requirement for full cooperation does not foreclose any Seller rights arising in law, the FAR, or the terms of the contract. It does not:

- (i) Require the Seller to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
- (ii) Require any officer, director, owner, employee, or agent of the Seller, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
- (iii) Restrict the Seller from:
 - (A) Conducting an internal investigation; or
 - (B) Defending a proceeding or dispute arising under the order or related to a potential or disclosed violation.

(G) Compliance plan.

(1) This paragraph (G) applies to any portion of the order that:

- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- (ii) Has an estimated value that exceeds \$500,000.

(2) The Seller shall maintain a compliance plan during the performance of the order that is appropriate:

- (i) To the size and complexity of the order; and
- (ii) To the nature and scope of the activities to be performed for the Buyer, including the number of non-United States citizens expected to be employed and the risk that the order or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

- (i) An awareness program to inform Seller employees about the U.S. Government's policy prohibiting trafficking-related activities described in paragraph (B) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.
- (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
- (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
- (iv) A housing plan, if the Seller intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
- (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (B) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.

(i) The Seller shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Seller's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Seller shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Seller shall provide the compliance plan to the Buyer upon request.

(5) Certification. Annually after receiving an award, the Seller shall submit a certification to the Buyer that:

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (B) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either:

(A) To the best of the Seller's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (B) of this clause have been found, the Seller or subcontractor has taken the appropriate remedial and referral actions.

5. FAR 52.223-7 Notice of Radioactive Materials (JAN 1997) (Applies only to orders for radioactive materials)

(A) The Seller certifies that it complies with FAR 52.223-7 and as such shall notify the Buyer, in writing, prior to the delivery of, or prior to completion of any servicing required by this order of, items containing either:

(1) Radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in title 10 of the Code of Federal Regulations, in effect on the date of this order, or

(2) Other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Seller which will put users of the items on notice as to the hazards involved (OMB no 9000-0107).

(B) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Buyer shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the order.

6. FAR 52.225-2 Buy American Certificate (MAY 2014)

(A) As defined in FAR 52.225-1, Buy American – Supplies, the Seller certifies that each end product, except those listed in paragraph (B) of this provision, is a domestic end product and that for other than COTS items, the Seller has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Seller shall list as foreign end products 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 --Supplies."

(B) Foreign End Products:

[List as necessary]

Line Item No/Part no	Country of Origin	Part no Description
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7. FAR 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

(A) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Seller complies with FAR 52.225-13 and as such shall not acquire, for use in the performance of this order, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(B) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is

available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac>.

8. DFARS 252.203–7001 Prohibition on Persons Convicted of Fraud or Other Defense–Contract–Related Felonies (DEC 2008) *(Applies only to orders that have a value in excess of \$150,000 USD and involve non-commercial products under FAR 2-101)*

(A) Definitions. As used in this clause:

(1) Arising out of a contract with the DoD means any act in connection with:

(i) Attempting to obtain;

(ii) Obtaining; or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) Conviction of fraud or any other felony means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) Date of conviction means the date judgment was entered against the individual.

(B) The Seller certifies that it complies with DFARS 252.203-7001 and as such no individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD serves or will serve:

(1) In a management or supervisory capacity on this order;

(2) On the board of directors of the Seller;

(3) As a consultant, agent, or representative for the Seller; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Seller with regard to this order.

(C) The prohibition in paragraph (B) of this clause applies for not less than 5 years from the date of conviction.

9. DFARS 252.223–7008 Prohibition of Hexavalent Chromium (JUN 2013)

(A) Definitions. As used in this clause:

Homogeneous material means a material that cannot be mechanically disjointed into different materials and is of uniform composition throughout.

(1) Examples of homogeneous materials include individual types of plastics, ceramics, glass, metals, alloys, paper, board, resins, and surface coatings.

(2) Homogeneous material does not include conversion coatings that chemically modify the substrate. Mechanically disjointed means that the materials can, in principle, be separated by mechanical actions such as unscrewing, cutting, crushing, grinding, and abrasive processes.

(B) Prohibition. The Seller certifies that it complies with DFARS 252.223-7008 and as such:

(1) The Seller shall not provide any deliverable or construction material under this order that:

(i) Contains hexavalent chromium in a concentration greater than 0.1 percent by weight in any homogenous material; or

(ii) Requires the removal or reapplication of hexavalent chromium materials during subsequent sustainment phases of the deliverable or construction material.

(2) This prohibition does not apply to hexavalent chromium produced as a by-product of manufacturing processes.

(C) If incorporation of hexavalent chromium in a deliverable or construction material is required, the Seller must submit a request to the Buyer prior to order acceptance. Such incorporation is subject to Buyer's express approval, at Buyer's sole discretion, by modification of order.

10. DFARS 252.225–7007 Prohibition On Acquisition of United States Munitions List Items From Communist Chinese Military Companies (SEP 2006) *(Applies only to orders delivering products covered by the U.S. Munitions List)*

(A) Definitions. As used in this clause:

Communist Chinese military company means any entity that is:

(1) A part of the COMMERCIAL OR DEFENSE industrial base of the People's Republic of China; or

(2) Owned or controlled by, or affiliated with, an element of the Government or armed forces of the People's Republic of China.

United States Munitions List means the munitions list of the International Traffic in Arms Regulation in 22 CFR Part 121.

- (B) The Seller certifies that it complies with DFARS 252.225-7007 and as such it has not acquired, directly or indirectly, from the Communist Chinese military company any supplies or services covered by the United States Munitions List to be delivered under this order.

11. DFARS 252.225–7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014)

- (A) Definitions. As used in this clause:

Alloy means a metal consisting of a mixture of a basic metallic element and one or more metallic, or non-metallic, alloying elements.

- (i) For alloys named by a single metallic element (e.g., titanium alloy), it means that the alloy contains 50 percent or more of the named metal (by mass).
- (ii) If two metals are specified in the name (e.g., nickel-iron alloy), those metals are the two predominant elements in the alloy, and together they constitute 50 percent or more of the alloy (by mass).

Assembly means an item forming a portion of a system or subsystem that:

- (i) Can be provisioned and replaced as an entity; and
- (ii) Incorporates multiple, replaceable parts.

Commercial derivative military article means an item acquired by the Department of Defense that is or will be produced using the same production facilities, a common supply chain, and the same or similar production processes that are used for the production of articles predominantly used by the general public or by nongovernmental entities for purposes other than governmental purposes.

Commercially available off-the-shelf item--

- (i) Means any item of supply that is:
 - (a) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);
 - (b) Sold in substantial quantities in the commercial marketplace; and
 - (c) Offered to the Government, under this order or a subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Component means any item supplied to the U.S. Government as part of an end item or of another component.

Electronic component means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electrical devices such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits. The term does not include structural or mechanical parts of an assembly containing an electronic component, and does not include any high performance magnets that may be used in the electronic component.

End item means the final production product when assembled or completed and ready for delivery under a line item of this order.

High performance magnet means a permanent magnet that obtains a majority of its magnetic properties from rare earth metals (such as samarium).

Produce means:

- (i) Atomization;
- (ii) Sputtering; or
- (iii) Final consolidation of non-melt derived metal powders.

Qualifying country means any country listed in the definition of "Qualifying country" at 225.003 of the Defense Federal Acquisition Regulation Supplement (DFARS).

Required form means in the form of mill product, such as bar, billet, wire, slab, plate, or sheet, and in the grade appropriate for the production of:

- (i) A finished end item to be delivered to the U.S. Government under this contract; or
- (ii) A finished component assembled into an end item to be delivered to the U.S. Government under this order.

Specialty metal means:

- (i) Steel:
 - (a) With a maximum alloy content exceeding one or more of the following limits: Manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(b) Containing more than 0.25 percent of any of the following elements: Aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of:

(a) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or

(b) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(iv) Zirconium and zirconium alloys.

Steel means an iron alloy that includes between .02 and 2 percent carbon and may include other elements.

Subsystem means a functional grouping of items that combine to perform a major function within an end item, such as electrical power, attitude control, and propulsion.

(B) Restriction. Except as provided in paragraph (C) of this clause, any specialty metals incorporated in items delivered under this order shall be melted or produced in the United States, its outlying areas, or a qualifying country and the Seller certifies that it complies with such restrictions in DFARS 252.225-7009 for all items delivered under this order.

(C) Exceptions. If the exceptions in DFARS 252.225-7009 apply, the Seller shall notify the Buyer in its offer or in advance of order acceptance. Such exception is not valid until accepted by Buyer in advance by written modification to this order.

12. DFARS 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) *(Applies only to orders for delivery of products with ball and roller bearing)*

(A) Definitions. As used in this clause:

(1) Bearing component means the bearing element, retainer, inner race, or outer race.

(2) Component, other than a bearing component, means any item supplied to the Buyer or the U.S. Government as part of an end product or of another component.

(3) End product means supplies delivered under a line item of this order.

(B) Except as provided in paragraph (C) of this clause, the Seller certifies that it complies with DFARS 252.225-7016 and as such:

(1) Each ball and roller bearing delivered under this order shall be manufactured in the United States, its outlying areas, or Canada; and

(2) For each ball or roller bearing, the cost of the bearing components manufactured in the United States, its outlying areas, or Canada shall exceed 50 percent of the total cost of the bearing components of that ball or roller bearing.

(C) The restriction in paragraph (B) of this clause does not apply to ball or roller bearings that are acquired as:

(1) Commercial components of a noncommercial end product; or

(2) Commercial or noncommercial components of a commercial component of a noncommercial end product.

CERTIFICATION (SIGNATURE) IS REQUIRED BY AN AUTHORIZED OFFICIAL VERIFYING THE INFORMATION CONTAINED ON THIS FORM IS TRUE AND CORRECT. Signature below applies to all provisions above.

Company _____ Date _____

Signature _____

Printed name _____

Title _____

Phone _____

E-mail _____