



LANDOLL COMPANY, LLC

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Government Subcontractor Terms and Conditions

Export Controls

The supplier acknowledges that the data/information/confidential information provided by Landoll Corporation is subject to the export control laws and regulations of the United States, including without limitation the Export Administration Regulations, 15 C.F.R. Parts 730 to 744; the International Traffic in Arms Regulations codified at 31 C.F.R Chapter V. The supplier hereby agrees that it will not export nor re-export the Confidential information (including disclosure to foreign nationals located in the United State) except in compliance with all applicable U.S. export laws and regulations.

Import Controls

The Supplier acknowledges that the goods provided to Landoll Corporation are subject to import control laws of the united states, including the International Traffic in Arms Regulations of 22 C.F.R Parts 120 through 13 and the Bureau of Alcohol, Tobacco, Firearms, and Explosives regulations of 27 C.F.R Part 447. Landoll Corporation will hold supplier responsible for any liability or penalties imposed as a result of supplier's noncompliance with the import control laws and supplier agrees to indemnify Landoll Corporation for any and all such liability or penalties. The Supplier hereby agrees that it will not ship goods to the United States except in compliance with U.S. import control laws and regulations.

Supplier Chain Risk

"Supplier chain risk" means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation or maintenance of a national security system (as that term is defined at 44 U.S.C. 3542(b)) so as to surveil, deny, disrupt or otherwise degrade the function, use, or operation of such system.

Clean Air Water

Seller shall comply with the provision of the Clean Air Act if value of this order is \$1000,000 or more, or is of indefinite quantity and expected to be \$100,000 or more. Seller agrees to indemnify and hold buyer harmless to the full extent of any loss damage or expense (including reasonable attorney's fees) or liability resulting from any failure of the seller or his lower tier subcontractors to comply.

Procurement Certification

By acceptance and performance of this order, seller shall submit the certification required in FAR 52.203-11 Certification and Disclosures regarding payments to influence certain federal transactions for all procurements valued at \$100,000 or more.



By acceptance a performance of this order, seller certifies that except as previously disclosed in writing to byers purchasing representative executing this order, neither seller or its principals is presently debarred, suspended or under consideration for debarment.

- **LANDOLL COMPANY, LLC is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

The following FAR clauses are incorporated herein by reference:

- 52.203-3 Gratuities
- 52.203-7 Anti-kickback procedures
- 52.203-10 Price or Fee adjustment for illegal or improper activity
- 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.
- 52.203.13 Contractor code of business ethics and conduct
- 52.203-15 Whistleblower protections under the American
Recovery and reinvestment act
- 52.204-21 Basic safeguarding of covered contractor information
Systems
- 52.209-6 Protecting the government’s interest when subcontracting
With contractors debarred, suspended or proposed for
Debarment

- 52.211-5 Material requirements
- 52.222-3 Contract Labor
- 52.212-4 Contract terms and conditions commercial items
- 52.215-5 Facsimile proposals
- 52.219-8 Utilization of small business concerns
- 52.219-9 Small business subcontracting plan
- 52.219-16 Liquidated damages-subcontracting plan
- 52.222-26 Equal opportunity (only sub-paragraphs (c) (1) Through (c) (11)).
- 52.222-35 Equal Opportunity for veterans
- 52.222-36 Affirmative action for workers with disabilities
- 52.222-40 Notification of employee rights under the national labor relations act
- 52.222-50 Combating trafficking in persons
- 52.222-55 Minimum wages under executive order 13658
- 52.222-59 Compliance with labor laws executive order 13673
- 52.222-62 Paid sick leave under executive order 13706
- 52.244-6 Subcontract for commercial items and commercial Components
- 52.247-64 Preference for US flag commercial vessels
- 52.225-1 Buy American Act supplies
- 52.204-24 to 26 Suppliers will not provide or use telecommunications produced by Huawei Technologies Company or ZTE Corporation; Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company or Dahua Technology Company is strictly prohibited.

The following DOD Far Supplement “DFARS” clauses are incorporated herein by reference:

- 252.203-7001 Prohibition on person convicted of fraud or other defense-contract-related felonies if value of this order is \$100,000 or more.

- 252.215-7000 Pricing adjustments
- 252.225-7001 Buy American Act and Balance of Payments
- 252.225-7012 Preference for certain domestic commodities
- 252.225-7014 Preference for Domestic specialty metals Alt 1
- 252.236-7012 Requirement for competition opportunity for American steel producers, Fabricators and Manufactures.
- 252.237-7010 Prohibition on interrogation of detainees by contractor personnel
- 252.244-7000 Subcontracts for commercial items and commercial Components
- 252.246-7003 Notification of potential safety issues
- 252.247-7023 Transportation of supplies by sea Alternate III
- 252.247-7024 Notification of transportation of supplies by sea
- 252.204-7012 Cyber Security and NIST compliance required

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>.