

Appendix A
To
BUYER'S TERMS AND CONDITIONS OF PURCHASE

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)
AND FEDERAL ACQUISITION REGULATION (FAR) FLOWDOWN PROVISIONS
FOR PURCHASE ORDERS UNDER A U.S. GOVERNMENT CONTRACT

This Appendix A shall apply to Goods, Service, Software and/or Works supplied under any Order placed by Buyer which incorporates this document by reference. Buyer and Supplier shall be the same as those defined in the Order listing this Appendix A.

- I. The FAR and DFARS clauses cited herein are incorporated by reference at the effective version found in Buyer's Prime Contract or higher-tier subcontract under which the Order relates (is a subcontract) and with the same force and effect as if they were given in full text, including any notes. In the event of any conflict between the provisions listed herein and any other terms of the Order, the terms of the Order shall supersede.
- II. The listed FAR and DFARS clauses are incorporated herein as if set forth in full text of the Order and shall apply to the extent which that clause is not otherwise exempted or excluded by the applicable Federal Acquisition Regulation ("FAR") or Defense Federal Acquisition Supplement ("DFARS") regulation or provision.
- III. Supplier shall include the appropriate FAR and DFARS clauses as required in any lower-tier Subcontract.
- IV. Where necessary to derive the proper meaning under any applicable FAR and DFARS clauses, the terms "Contractor" means "Supplier", Contracting Officer and/or Administrative Contract Officer means "Buyer", "Contract" means the Order incorporating this Appendix A and "Government" and "United States" means "Buyer or the Government" as applicable. However, the words "Government" and "Contracting Officer" do not change : (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, (2) when title to property is to be transferred directly to the Government and (3) in FAR 52.227-1, 52.227-2 and DFARS 252.227-7013 and 252.227-7014.
- V. Supplier and Supplier's subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 60.741.5(a). 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, colour, religion, sex or national origin. These regulations require affirmative action by covered prime contractors, and subcontractors to employ, and advance in employment of individuals without regard to race, colour, religion, sex, national origin, protected veteran status or disability. For the avoidance of doubt subcontracts shall include sub-suppliers in all forms.
- VI. Any reference to "Disputes" clause shall mean Disputes/Jurisdiction in Buyer's terms and conditions of purchase referenced in the Order.
- VII. In the event that the U.S. Government modifies the FAR or FAR supplements, or otherwise passes laws or regulations and such FAR, FAR Supplements, laws or regulations, include a requirement for Buyer to flow down such requirements to Supplier, then such FAR, FAR Supplements, laws or regulations shall apply to Orders placed including this Appendix A after the date that such FAR, FAR Supplements, laws or regulations become effective and shall take precedence over any conflicting provisions contained in this Appendix A with respect to Works destined for US Government end use.
- VIII. Notwithstanding anything herein to the contrary in this Appendix A Supplier confidential financial data, including but not limited to rates and make up of such rates, shall only be submitted directly to the US Government.
- IX. If Buyer 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 Buyer, acting on its own behalf, may modify or limit any rights the Government may have to authorize Supplier's use of such Furnished Items in support of other U. S. Government prime contracts.
- X. The following clauses apply to this Contract: (a) For Orders issued on or after June 21, 2010, the requirements of 29 CFR Part 471, Appendix A, if applicable. (b) Supplier shall indemnify and hold Buyer harmless from and against any price reduction in Buyer's Government contract, as well as Buyer's reasonable attorney fees and other direct costs to defend Government contract claims when said reduction is attributable to the failure of Supplier or Supplier's

subcontractors to properly discharge applicable duties under the Truth in Negotiation Act, the Cost Accounting Standards and other applicable clauses incorporated by reference in accordance with this provision.

- XI For the purpose of administering FAR 52.227-10, FAR 52.227-11, FAR 52.227-12, DFARS 252.227-7038, or NASA PR 1852.227-10, Supplier shall contact Buyer's Authorized Representative to obtain the name and the address for the required reports. If there is any invention or discovery made which is or may be patentable, Seller must notify Buyer of such invention. Reports of inventions and subcontracts, including interim reports, final reports, utilization reports, and other reports required by the aforementioned clauses, as well as any correspondence with respect to such matter, should be directed to the Contracting Officer unless transmitted in response to correspondence or request from Buyer's Authorized Representative, Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Contracting Officer.
- XII Without Buyer's prior written approval, Supplier shall not, and Supplier's subcontractors at any tier shall not, release any publicity, advertisement, news release or denial or confirmation of the same regarding this contract or the Goods or program to which it pertains. Supplier shall be responsible and liable to Buyer for any breach of such obligation by any subcontractor. Supplier shall incorporate a similar provision in all subcontracts under this contract.
- XIII Supplier warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to Buyer's employees, agents or representatives for the purpose of securing this contract or securing favorable treatment under this contract.
- XIV Supplier shall (i) comply with all applicable country laws relating to anti-corruption or anti-bribery, including but not limited to legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" (the "OECD Convention") or other anti-corruption/anti-bribery convention; (ii) comply with the requirements of the Foreign Corrupt Practices Act, as amended, (FCPA) (15 U.S.C. § 78dd-1, et seq.) regardless of whether Seller is within the jurisdiction of the United States; and (iii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from Boeing to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or antibribery.
- XV The following applies only if Government Contract # N00019-2-G-0006 appears on the face of the PO, to wit:

Cobham SPOC	Group Description	Type of Parts
SPOC 004	All Metallic and Non-Metallic Assemblies and Sub-Assemblies; Includes Required Special Processing	Welded or Brazed Tube Assemblies, Fabricated Tube Assemblies, Welded or Brazed Sheet Assemblies, Fabricated Plate Assemblies, Spin Formed Components, Stamped Components, Bonded Sheet Assemblies. Pumps, Valves, Pressure Valves, Motors, AC Motors, Fans and Blowers, DC Chargers, Generators, Kinetic Power Transmissions, Aircraft Accumulators, Aircraft Fuel Tanks and Systems, Fluid and Gas Regulators. Hydraulic Hose and Tube Fittings, Non Electric Motors, Riveted Plates, Strap or Harness Assemblies (Seat Belts or Cable Assemblies –i.e. Tri Ball), Bulkheads, Separator Membranes
SPOC 010	Electrical, Electronic Components, Printed Wire Boards, & Rigid Printed Boards	Resistors, Diodes, Capacitors, Wire, Mechanical Wire, Transducers, Micro Assemblies, Radio Frequency Components, Controls, Relays, Plugs, Lugs, Connectors, Vibrators , Voltage Regulators, Electrical Terminals, Passive and Discrete, Semi-Conductors, Spark Plugs, Fixed Network Equipment and Components, Printed Wiring Board (bare board), Flex Rigid Printed Boards, Solenoid, Fuses, Bulbs
SPOC 012	Electrical Assemblies & Deliverable Software/Firmware	Computer Equipment, Software, Firmware, Flight Instrumentation, Control Indicators and Signal Devices, Media Storage, Power Conditioning Equipment, Printed Circuit Assemblies, Electric Cable/Accessories, Wiring Harness

*If not specifically called out on print or purchase order, the above SPOCs are to be applied dependent on the part. Under all circumstances SPOCS 250 & 625 will apply.

XVI: All requirements of this contract may be subject to Government Quality Assurance. You will be notified of any Government Quality Assurance activities to be performed.

XVII: The following applies only if Government Contract # FA8625-16-D-6458 appears on the face of the PO, to wit:

HISTORY OF COMMERCIAL TECHNICAL DATA AND SOFTWARE (JUL 2016) In this clause, "Contractor" means "SELLER". SELLER shall flow down this clause to its subcontractors.

This clause is provided to flow down Government agreements and governing regulations as it relates to this contract as follows:

(1) Technical data pertaining to items, components, or processes or computer software generated or delivered by either Contractor or its subcontractors under prior contracts from September 29, 1995 to October 18, 2006, will be treated as if the C-130J was a commercial item. *Prime Contract FA8625-16-D-6458 (FYOC V)* Technical data pertaining to items, components, or processes developed after October 18, 2006 by either Contractor or its subcontractors will be governed by DFARS 252.227-7013 (Jun 2013) or 252.227-7015 (JUN 2013), as applicable.

(3) Commercial computer software developed exclusively at private expense by either Contractor or its subcontractors from September 29, 1995 to October 18, 2006 shall be governed by FAR 52.227-19 (DEC 2007).

(4) Commercial computer software developed exclusively at private expense after October 18, 2006 by either Contractor or its subcontractors shall be governed by a software license agreement customarily provided to the public, provided said licenses are consistent with Federal law and satisfy the needs of the user.

(5) Noncommercial computer software developed by either Contractor or its subcontractors shall be governed by DFARS 252.227-7014 (MAY 2013).

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS FOR TECHNICAL DATA AND COMPUTER SOFTWARE (DEC 2016) In this clause, "Contractor" means "SELLER". SELLER shall flow down this clause to its subcontractors.

(a) **Definitions.** Terms used in this special contract requirement (SCR) have the same meaning as set forth in the following clauses:

1) DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS;

2) DFARS 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION;

3) DFARS 252.227-7015 TECHNICAL DATA – COMMERCIAL ITEMS; and

4) DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS.

(b) **Identification and Assertion of Use, Release, or Disclosure Restrictions.** The Contractor shall assert to all noncommercial technical data and noncommercial computer software in accordance with DFARS 252.227-7017. The Contractor shall also assert to all commercial technical data (that is, technical data governed by DFARS 252.227-7015) for which the Contractor intends the Government to take less than an unrestricted right, in the format set forth in DFARS 252.227-7017. When providing assertions in accordance with or in the format set forth in DFARS 252.227-7017, the Contractor shall ensure that the technical data and computer software are identified by specific reference to the requirement for the delivery of that technical data or computer software in the contract (e.g., by referencing the associated CLINs, SDRIs, or paragraphs in the statement of work).

(c) **Updates.** The Contractor (including its subcontractors or suppliers at any tier) may supplement or revise assertions in accordance with the DFARS 252.227-7013(e) and/or 252.227-7014(e), as applicable, based upon new information or inadvertent omissions in the format referenced in paragraph (b) above. DFARS 252.227-7013(e) and 252.227-7014(e) shall apply to assertions for noncommercial technical data and noncommercial computer software, respectively. Further, with respect to technical data governed by DFARS 252.227-7015, the Contractor (including its subcontractors or suppliers at any tier) may supplement or revise assertions based upon new information or inadvertent omissions following the procedures of DFARS 252.227-7013(e) and in the format referenced in paragraph (b) above.

(d) All DFARS clauses contained in this contract remain in effect. In the event there is any conflict between the language in this clause H-122 and the terms of any DFARS clauses contained in this contract (i.e. 252.227-7013 (Feb 2014), 252.227-7014 (Feb 2014), 252.227-7015 (Feb 2014), and 252.227-7017 (JAN 2011)), the language in such DFARS clause shall supersede the conflicting language. If any part of this clause H-122 is found to be in conflict with a DFARS clause contained in this contract (i.e., 252.227-7013 (FEB 2014), 252.227-7014 (FEB 2014), 252.227-7015 (FEB 2014), and 252.227-7017 (JAN 2011)), the remaining language in this clause will continue to be valid and enforceable.

XVIII: Co7 Prescription: 17.9305 Solicitations and long-term supply contracts must include procurement note Co7 to notify suppliers that may be candidates to support industrial mobilization and/or material disruptions of the potential availability of key raw materials. Co7 Warstopper Program Material Buffer Availability (MAY 2017) (1) The Warstopper program material buffer (Buffer) was created to decrease lead times for raw material to support defense contracts relating to military systems with a wartime requirement. The current material buffer suppliers and materials may be reviewed at <https://www.jccs.gov/wicap>. If the buffer material is not available or the material is inadequate to complete the

requirement, the contractor must contact the contracting officer representative (COR) for guidance. When a buffer has been established, the following process must be used to submit requests for buffer material. A defense contractor (or sub-tier contractor supporting a prime contractor) with a current, active U.S. Government contract must submit a valid request to use a material buffer to the COR for the respective material buffer. The COR will review the submittal and approve or disapprove the request. The request should include the following information: (i) Requestor's name; (ii) U.S. Government contract number; (iii) Defense Priorities and Allocations System (DPAS) rating; (iv) Material specification; (v) Quantity required; and (vi) Required delivery date. (vii) Whether there is a pre-existing supply contract with the material buffer contractor. (2) If no prior contractual relationship exists between the defense contractor requesting access to the material buffer and -the material buffer contractor, the material buffer contractor is authorized to enter into a contract – to provide material from the buffer – once a valid request has been approved by the COR. This action must be included in the monthly report submitted to the COR. When requests exceed the buffer's maximum monthly material availability, the material supplier may negotiate phased delivery of material across the material monthly availability; or the Government COR may prioritize the release of the material at the Government's discretion. (3) Contractors accessing the material buffer will be charged the material price identified in any preexisting contract with the material buffer contractor. For those defense contractors not having a preexisting contract with the material buffer contractor, they must be charged the standard (not spot market levels) pricing for the material. Contractors using the buffer are solely responsible for costs of using the buffer, and the Government has no liability either for these costs or for delays or other effects arising from the use of the buffer. (4) The buffer material provided is not Government-furnished material, but is a normal vendor-to vendor transaction with all applicable warranties and guarantees provided through the commercial transaction

Section I : Applicable for All Orders

The below FAR and DFARS are applicable for all orders of Commercial and Non-Commercial Items (as defined under FAR 2.101), unless otherwise exempted by such clause(s). Buyer reserves the right to make final determination of any clause applicability or assertion of Commerciality by Supplier. Supplier shall provide Buyer all information as required by Buyer with regard to any assertion of commerciality or exemption.

Federal Acquisition Regulation (FAR)

52.202-1 **Definitions**

52.203-3 **Gratuities**

52.203-5 **Covenant Against Contingent Fees**

52.203-7 **Anti-Kickback Procedures**

NOTE: The substance of this clause, except subparagraph (c)(1), is applicable to any Order and all lower-tier subcontracts which exceed \$150,000. Supplier shall immediately notify Buyer of any alleged violations involving any of Buyer's or Supplier's employees.

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**

NOTE: Applicable to any Order greater than \$150,000.

52.203-13 **Contractor Code of Business Ethics and Conduct**

NOTE: Applicable to any Order greater than \$5,500,000 and period of performance greater than 120 days.

NOTE: Notwithstanding any alterations to this clause to reflect the relationship between Buyer and Supplier, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the Office of the Inspector General of the agency issuing the Prime Contract under which this Order is being issued, with a copy to the Contracting Officer of the Prime Contract.

52.203-15 **Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009**

52.203-17 **Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower**

NOTE: Applicable to any Order greater than the simplified acquisition threshold.

52.203-18 **Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements - Representation**

52.204-7 **Central Contractor Registration**

52.204-21 **Basic Safeguarding of covered contractor information systems (subject to FAR 4.1903)**

52.204-23 **Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities**

52.204-24 **Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment**

- 52.204-25 **Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment**
- 52.208-8 **Required Sources for Helium and Helium Usage Data**
NOTE: Applicable to all Orders involving a “major helium requirement.” Note 2 applies.
NOTE: Applicable to all Orders at any tier for other than commercially available off-the-shelf items.
- 52.219-8 **Utilization of Small Business Concerns**
NOTE: Applicable unless Order is for personal services, or the Order, together with all of its subcontracts, will be performed entirely outside the U.S. and its outlying areas.
- 52.219-16 **Liquidated Damages – Subcontracting Plan**
NOTE: Delete subparagraphs (d) and (e). Note 2 applies. Note 3 applies to subparagraph (f) only.
- 52.222-4 **Contract Work Hours and Safety Standards -- Overtime Compensation**
NOTE: Applicable to Orders at any tier greater than \$150,000.
- 52.222-17 **Nondisplacement of Qualified Workers**
NOTE: Applicable to any Order greater than the simplified acquisition threshold.
- 52.222-19 **Child Labor – Cooperation with Authorities and Remedies**
- 52.222-20 **Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000**
NOTE: Applicable to any Order greater than \$15,000 or lower threshold if effective under older, higher-tier contract.
- 52.222-21 **Prohibition of Segregated Facilities**
NOTE: Applicable if Equal Opportunity clause has been determined to apply to this Order.
- 52.222-26 **Equal Opportunity**
NOTE: Applicable only (i) if this Order is not exempted by Secretary of Labor under Executive Order 11246 as amended per FAR 22.807, and (ii) then only with respect to provisions of subparagraphs (b) (1) through (b)(11) [binding Supplier thereto].
- 52.222-35 **Equal Opportunity for Veterans**
NOTE: Applicable to any Order of \$100,000 or more.
- 52.222-36 **Equal Opportunity for Workers With Disabilities.**
NOTE: Applicable to any Order greater than \$15,000 or lower threshold if effective under older, higher-tier contract.
- 52.222-37 **Employment Reports on Veterans**
NOTE: Applicable to any Order of \$100,000 or more.
- 52.222-39 **Notification of Employee Rights Concerning Payment of Union Dues or Fees**
- 52.222-40 **Notification of Employee Rights Under the National Labor Relations Act**
NOTE: Applicable to any Order greater than \$10,000.
- 52.222-41 **Service Contract Labor Standards**
NOTE: Applicable only to the extent that such clause is in Buyer’s higher-tier contract and this Order is subject to the Service Contract Labor Standards statute.
- 52.222-42 **Statement of Equivalent Rates for Federal Hires**
- 52.222-43 **Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts)**
- 52.222-50 **Combating Trafficking in Persons**
- 52.222-51 **Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements**
- 52.222-53 **Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements**
- 52.222-54 **Employment Eligibility Verification**
NOTE: Applicable to any Order greater than \$3,500 with a period of performance of 120 days or greater.
- 52.222-55 **Minimum Wages Under Executive Order 13658**
NOTE: Applicable to Orders subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute
- 52.222-56 **Certification Regarding Trafficking in Persons Compliance Plan.**
- 52.222-59 **Compliance with Labor Laws (Executive Order 13673)**
- 52.222-60 **Paycheck Transparency (Executive Order 13673)**
NOTE: Applicable to Orders at any tier greater than \$500,000, for other than commercially available off-the-shelf items.
- 52.222-62 **Paid Sick Leave Under Executive Order 13706**

52.222-99	Establishing a Minimum Wage for Contractors (Deviation)
52.224-3	Privacy Training
52.225-26	Contractors Performing Private Security Functions Outside the United States
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations
52.227-11	Patent Rights -- Ownership by the Contractor
52.227-13	Patent Rights-Ownership by the Government
	NOTE: Applicable if this Contract is for experimental, developmental, or research work and made applicable by FAR 27.303(c)(1) or Buyer's Prime Contract. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the Buyer Procurement Representative identified on the face of this Contract.
52.227-14	Rights in Data – General
52.229-3	Federal, State, and Local Taxes
52.229-6	Taxes – Foreign Fixed Price Contracts
	NOTE: Applicable if this Contract is to be performed wholly or partly in a foreign country, unless Contractor is a foreign government. Note 6 applies
52.229-7	Taxes – Fixed Price Contracts with Foreign Governments
	NOTE: Applicable if Contractor is a foreign government
52.229-8	Taxes – Foreign Cost-Reimbursement Contracts
52.229-10	State of New Mexico Gross Receipts and Compensating Tax
	NOTE: Applicable to Contracts issued by agencies cited in FAR 29.401-4(c) and which involve the purchase of tangible property to be used in performing services in whole or in part in New Mexico
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts
52.232-11	Extras
52.232-20	Limitation of Costs
52.232-22	Limitation of Funds
52.232-23	Assignment of Claims
52.232-39	Unenforceability of Unauthorized Obligations
52.239-1	Privacy or Security Safeguards
	NOTE: Applicable if Work involves information technology which require security of information technology, and/or are for the design, development or operation of a system or records using commercial information technology services or support services
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.242-15	Stop-Work Order
	NOTE: The 90 day period in the first and fourth sentences of paragraph (a) is changed to 120 days.
52.243-1	Changes – Fixed Price
	NOTE: Replace paragraph (a) with the following: Buyer Procurement Representative may at any time, by written order, and without notice to sureties, if any, direct changes within the general scope of this Contract in any one or more of the following: (i) technical requirements and descriptions, specifications, statement of work (“SOW”), drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of Buyer furnished property; and (vi) if this Contract includes services: (x) description of services to be performed; (y) time of performance (e.g., hours of the day, days of the week, etc.); and (z) place of performance. Supplier shall comply immediately with such direction. Notes 1 and 2 apply.)
52.243-2	Changes – Cost Reimbursement
52.243-3	Changes – Time-and-Materials or Labor Hours
52.243-6	Change Order Accounting
	NOTE: Applicable only if the Prime Contract required Change Order Accounting. Note 2 applies
52.244-6	Subcontracts for Commercial Items
52.246-26	Reporting Nonconforming Items
52.247-30	F.O.B. Origin, Contractor's Facility
52.247-58	Loading, Blocking, and Bracing of Freight Car Shipments
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
52.249-2	Termination for Convenience of the Government (Fixed-Price)
	NOTE: Notes 1 and 2 apply, except in paragraph (n) “Government” means “Buyer and the Government” and “Contracting Officer” means “Buyer or the Contracting Officer.” 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.” In paragraph (1) “90 days” is changed to “45 days.” Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions)
52.249-14	Excusable Delays
52.251-1	Government Supply Sources
52.252-6	Authorized Deviations in Clauses
52.253-1	Computer Generated Forms

Defense Federal Acquisition Regulation Supplement (DFARS)

252.204-7000	Disclosure of Information
252.204-7004	Alternate A, System for Award Management
252.204-7005	Oral Attestation of Security Responsibilities
252.204-7008	Compliance with Safeguarding Covered Defense Controlled Items
252.204-7009	Limitations on the Use and Disclosure of Third Party Contractor Reported Cyber Incident Information
252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting under the U.S.-International Atomic Energy Agency Additional Protocol
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting NOTE: Applicable to all Orders at any tier unless the Order is solely for commercially available off-the-shelf items.
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors
252.204-7015	Disclosure of Information to Litigation Support Contractors
252.204-7018	Prohibition on the Acquisition of Telecommunications Equipment or Services
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.
252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS Note: not applicable to procurement of COTS items
252.204-7021	CYBERSECURITY MATURITY MODEL CERTIFICATION REQUIREMENTS
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material NOTE: Applicable to any Order and all lower-tier subcontracts unless it is known that the item being purchased contains no precious metals.
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. NOTE: Applicable to any Order of \$150,000 or more.
252.209-7999	Representation by Corporations regarding unpaid delinquent tax liability or a felony conviction under any federal law
252.211-7000	Acquisition Streamlining NOTE: Applicable to any Order greater than \$1,500,000 and which stems from a Prime Contract under a systems acquisition program.
252.211-7003	Item Identification and Valuation
252.211-7007	Reporting of Government Furnished Equipment in the DoD Item Unique Identification
252.222-7007	Representation Regarding Combating Trafficking in Persons NOTE: Applicable to any Order greater than the simplified acquisition threshold.
252.222-7999	Combating Race And Sex Stereotyping (Deviation 2021-00001)
252.223-7001	Hazard Warning Labels NOTE: Applicable to any Order which requires delivery of hazardous materials.
252.223-7002	Safety Precautions for Ammunition and Explosives NOTE: Applicable to any Order involving articles furnished containing ammunition or explosives. Government safety representatives may evaluate Supplier compliance.
252.223-7003	Change in Place of Performance--Ammunition and Explosives NOTE: Applicable if DFARS 252.223-7002 applies to this Order.

252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazard Materials
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives NOTE: Applicable to any Order and all lower-tier subcontracts involving arms, ammunition and explosives.
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7001	Buy American and Balance of Payments Program
252.225-7004	Reporting on Intended Performance Outside the United States and Canada – Submission After Award
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military
252.225-7008	Restriction on Acquisition of Specialty Metals
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals. NOTE: Exclude paragraphs (d) and (e)(1); paragraph (c)(6) is hereby deleted. NOTE: Upon Supplier notification of noncompliance with the terms of this clause and the provision of specific information related to the source of the noncompliance, Buyer will facilitate management of the allowance for up to 2% otherwise noncompliant specialty metal content in the end item. The 2% minimal content exception does not apply to and cannot be used to exempt specialty metals contained in high performance magnets.
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)
252.225-7012	Preference for Certain Domestic Commodities. NOTE: Applicable to any Order greater than the simplified acquisition threshold.
252.225-7013	Duty-Free Entry
252.225-7014	Preference for Domestic Specialty Metals Note: Alt 1 requirements also apply
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain
252.225-7021	Trade Agreements
252.225-7025	Restriction on Acquisition of Forgings
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales
252.225-7028	Exclusionary Policies and Practices of Foreign Governments.
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
252.225-7032	Waiver of United Kingdom Levies – Evaluation of Offers
252.225-7033	Waiver of United Kingdom Levies
252.225-7036	Buy American—Free Trade Agreements--Balance of Payments Program
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States NOTE: Applicable to all Orders where subcontractor personnel are supporting U.S. Armed Forces deployed outside the U.S.
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States
252.225-7046	Exports by Approved Community Members in Response to the Solicitation
252.225-7047	Exports by Approved Community Members in Performance of the Contract
252.224-7047	Exports by Approved Community Members in Performance of the Contract
252.225-7048	Export-Controlled Items
252.225-7972	PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (DEVIATION 2020-00015) (MAY 2020) (LAW Deviation 2020-00015)
252.225-7975	Additional Access to Contractor and Subcontractor Records (DEVIATION 2020-00001)
252.225-7994	Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (Page 57)
252.225-7995	(DEVIATION 2015-00009) Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEV)(Jan 2015)
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.
252.227-7013	Rights in Technical Data--Noncommercial Items
252.227-7014	Rights in Non-Commercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	Technical Data--Commercial Items
252.227-7016	Rights & bids of proposal information 1/2011 GB reviewed

252.227-7018	Rights in Noncommercial Technical Data and Computer
252.227-7019	Validation of Asserted Restrictions--Computer Software
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive
252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7028	Technical Data or computer Software Previously Delivered to the Government
252.227-7030	Technical Data--Withholding of Payment
252.227-7033	Rights in Shop Drawings
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7038	Patent Rights—Ownership by the Contractor (Large Business)
252.227-7039	Patents--Reporting of Subject Inventions
252.228-7001	Ground and Flight Risk
	NOTE: Applicable if included in Buyer's higher-tier contract.
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles.
252.228-7004	Status of Contractor as a Direct Contractor
252.229-7011	Reporting of Foreign Taxes-U.S. Assistance Programs
252.229-7014	Taxes - Foreign Contracts in Afghanistan
252.232-7017	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS - PROHIBITION ON FEES AND CONSIDERATION (APR 2020) (IAW DFARS 232.009-2)
252.234-7003	Notice of Cost and Software Data Reporting System
252.234-7004	Cost and Software Data Reporting System
252.235-7003	Frequency Authorization
	NOTE: Authorization shall be through or coordinated with Buyer's PCO.
252.235-7004	Protection of Human Subjects
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers
252.237-7010	Prohibition on Interrogation of Detainees By Contractor Personnel
252.237-7023	Continuation of Essential Contractor Services
252.237-7019	Training for Contractor Personnel Interacting with Detainees
252.237-7023	Continuation of Essential Contractor Services
252.239-7000	Protection Against Compromising Emanations
	NOTE: Applicable to Orders for computer equipment or systems to process Classified Information.
252.239-7010	Cloud Computing Services
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services
252.239-7018	Supply Chain Risk
252.239-7999	Cloud Computing Services
252.242-7004	Material Management and Accounting System
	NOTE: Applicable if contract exceeds \$150,000 and is not for commercial items. Notes 1 and 2 apply in all paragraphs
252.242-7005	Contractor Business Systems
252.243-7001	Pricing of Contract Modifications
252.243-7002	Requests for Equitable Adjustment
252.243-7999	SECTION 3610 REIMBURSEMENT (DEVIATION 2020-00021) (AUG 2020) (IAW Deviation 2020-00021)
252.244-7000	Subcontracts for Commercial Items
252.245-7001	Tagging, Labeling and Marking of Government – Furnished Property
	NOTE: Applicable if Government Property provided or acquired under this Order. Orderor shall submit its required reports to Buyer not later than October 10, notwithstanding anything to the contrary in this clause. Note 5 applies.
252.245-7004	Reporting, Reutilization and Disposal
252.246-7001	Warranty of Data
252.246-7003	Notification of Potential Safety Issues.
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System.
252.246-7008	Sources of Electronic parts
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
252.247-7023	Transportation of Supplies by Sea.
	NOTE: Applicable in any Order and all lower-tier subcontracts for ocean transportation of supplies. Paragraphs

(f) and (g) shall not apply if this Order or any lower-tier subcontract is at or below the simplified acquisition threshold.

NOTE: Paragraph (c), first sentence has been modified as to read "Supplier and its subcontractors may request that Buyer obtain Government authorization for shipment..." "45" is changed to "60" days in paragraph (d) and "30" to "20" in paragraph (e). In paragraph (e), delete "and the division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590." In paragraph (g) "for the purposes of the Prompt Payment clause of this contract" is deleted.

NOTE: Supplier agrees to indemnify and hold Buyer harmless against any loss, damage or expense suffered by Buyer as a result of Supplier's failure to comply with the requirements of this clause.

252.247-7024 **Notification of Transportation of Supplies by Sea.**

252.249-7002 **Notification of Anticipated Contract Termination or Reduction**

Section II : Applicable to All Orders for Non-Commercial Items

The below FAR and DFARS are applicable for all Orders of Non-Commercial Items. Buyer reserve the right to make final determination of any clause applicability. Supplier shall provide Buyer all information as required by Buyer with regard to any assertion of exemption.

Federal Acquisition Regulation (FAR)

- 52.203-3 **Gratuities**
NOTE: As used in this clause, "Government" means "Buyer" (except "Government" means "Buyer or Government" in the phrase "to any officer or employee of the Government"), "hearing" means opportunity to be heard, and "in any competent court", means "pursuant to the Disputes clause contained herein".
- 52.203-6 **Restrictions on Subcontractor Sales to the Government**
NOTE: Applicable to any Order greater than the simplified acquisition threshold.
- 52.203-14 **Display of Hotline Poster(s)**
NOTE: Applicable to any Order greater than \$5,500,000 and period of performance greater than 120 days (commercial items exempt).
- 52.203-16 **Preventing Personal Conflicts of Interest**
NOTE: Applicable to any Order greater than \$150,000
- 52.203-19 **Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements**
- 52.204-2 **Security Requirements**
NOTE: Delete paragraph (c).
NOTE: Applicable if this Order involves access to Classified Information.
- 52.204-9 **Personal Identity Verification of Contractor Personnel**
- 52.204-10 **Reporting Executive Compensation and First-Tier Subcontract Awards.**
- 52.204-14 **Service Contract Reporting Requirements**
- 52.204-15 **Service Contract Reporting Requirements for Indefinite Delivery Contracts**
- 52.209-6 **Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment**
- 52.209-4014 **Utilization of Support Contractors by the Government**
- 52.211-5 **Material Requirements**
- 52.211-15 **Defense Priority and Allocation Requirements**
NOTE: Clause is applicable unless this Order provides no DPAS rating.
- 52.211-16 **Variation in Quantity**
- 52.214-26 **Audit and Records – Sealed Bidding**
NOTE: Applicable if Contract is awarded based upon Sealed bidding and expected to exceed the threshold of FAR 15.403-4(a)(1) for submission of cost or pricing data. Note 2 applies
- 52.214-27 **Price Reduction for Defective Certified Cost or Pricing Data – Modifications – Sealed Bidding**
NOTE: Applicable if Contract is awarded based upon Sealed bidding and expected to exceed the threshold of FAR 15.403-4(a)(1) for submission of cost or pricing data. Notes 1 and 2 apply except for subparagraph (d)(2)(ii)(B) to which note 4 applies.
- 52.214-28 **Subcontractor Cost or Pricing Data – Modifications – Sealed Bidding** NOTE: Applicable if Contract is awarded based upon Sealed Bidding and expected to exceed the threshold of FAR 15.403-4(a)(1) for submission of cost or pricing data
- 52.215-2 **Audit and Records – Negotiation**
NOTE: Applicable to any Order greater than the simplified acquisition threshold.
- 52.215-10 **Price Reduction for Defective Certified Cost or Pricing Data**
NOTE: Applicable to any Order when cost or pricing data are required.
- 52.215-11 **Price Reduction for Defective Certified Cost or Pricing Data – Modifications**
NOTE: Applicable if FAR 52.215-10 is not applicable to this Order.
- 52.215-12 **Subcontractor Certified Cost or Pricing Data**
NOTE: Applicable to any Order when cost or pricing data are required.
- 52.215-13 **Subcontractor Certified Cost or Pricing Data – Modifications**
NOTE: Applicable if FAR 52.215-12 is not applicable to this Order.
- 52.215-14 **Integrity of Unit Prices**
NOTE: Delete paragraph (b)
NOTE: Applicable to any Order greater than the simplified acquisition threshold.

52.215-15	<p>Pension Adjustments and Asset Reversions</p> <p>NOTE: Applicable to any Order when cost or pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.</p>
52.215-16	<p>Facilities Capital Cost of Money</p> <p>NOTE: Applicable only if this Order is subject to the Cost Principles at FAR Subpart 31.2 and Supplier proposed Facilities Capital Cost of Money in its offer.</p>
52.215-17	<p>Waiver of Facilities Capital Cost of Money</p> <p>NOTE: Applicable only if this Order is subject to the Cost Principles at FAR Subpart 31.2 and Supplier did not propose Facilities Capital Cost of Money in its offer.</p>
52.215-18	<p>Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions</p> <p>NOTE: Applicable to any Order when cost or pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.</p>
52.215-19	<p>Notification of Ownership Changes</p> <p>NOTE: Applicable to any Order when cost or pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Subpart 31.2.</p>
52.215-20	<p>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data</p>
52.215-21	<p>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data Modifications</p>
52.215-22	<p>Limitations on Pass-Through Charges – Identification of Subcontract Effort (Notes 1, 2 and 3 apply)</p>
52.215-23	<p>Limitations on Pass-Through Charges</p> <p>NOTE: Applicable to any Order when the total estimated Order value exceeds the threshold for obtaining cost or pricing data in FAR 15.403- 4 and the contemplated contract type is expected to be any contract type except those contract types listed in FAR 15.408(n)(2)(i)(B)(2). Supplier shall notify Buyer in writing if: (1) Supplier changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under this Order. The notification shall identify the revised cost of the subcontract effort and shall include verification that Supplier will provide added value; or (2) Any subcontractor changes the amount of lower-tier subcontractor effort such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).</p>
52.215-4011	<p>Evaluation Procedures to Eliminate Competitive Advantages from Rent – Free Use of Government-Owned Production and Research Property</p>
52.215-4716	<p>Participation in the Partnering Process</p>
52.216-5	<p>Price Redetermination – Prospective</p> <p>NOTE: Applicable if the requirements of FAR 16.205-2 and FAR 16.206-3 (a) through (d) have been met and this clause is expressly incorporated in this Contract. In subparagraph (j) change “the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause” to “Buyer shall promptly issue a decision, which decision may be appealed by Supplier pursuant to the Disputes/Jury Waiver clause of this Contract.” Notes 1 and 2 apply.</p>
52.216-6	<p>Price Redetermination-Retroactive</p> <p>NOTE: Applicable if the requirements of FAR 16.206-2 and FAR 16.206-3(a) through (d) have been met and this clause is expressly incorporated in this Contract. In subparagraph (i) change “the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause” to “Buyer shall promptly issue a decision, which decision may be applied by Supplier pursuant to the Disputes/Jury Waiver clause of this Contract.” Notes 1 and 2 apply.</p>
52.216-8	<p>Fixed Fee</p>
52.216-10	<p>Incentive Fee</p>
52.216-16	<p>Incentive Price Revision -- Firm Target</p> <p>NOTE: Applicable to any FPIF Order or line item.</p>
52.216-17	<p>Incentive Price Revision -- Successive Targets</p> <p>NOTE: Applicable to any FPIS Order or line item.</p>
52.216-22	<p>Indefinite Quantity</p>
52.219-9	<p>Small Business Subcontracting Plan</p> <p>NOTE: Applicable to any Order greater than \$700,000 or lower threshold if effective under older higher-tier contract.</p>
52.222-1	<p>Notice to the Government of Labor Disputes</p>

52.222-14	Disputes Concerning Labor Standards
52.223-3	Hazardous Material Identification and Material Safety Data NOTE: Entry is considered to be “none” unless Supplier explicitly states otherwise within its quotation or proposal. ALTI applies if procurement is for other than the Department of Defense.
52.223-7	Notice of Radioactive Materials
52.223-11	Ozone-Depleting Substances
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.224-2	Privacy Act
52.225-1	Buy American—Supplies
52.225-5	Trade Agreements NOTE: Applicable if the Work contains other than domestic components
52.225-8	Duty-Free Entry NOTE: Applicable only if such clause is contained in Buyer's higher-tier contract under which any reduced duty-free entry thresholds shall apply. Under paragraph (c)(1), change "20 days" to "30 days." Under paragraph (c)(2), change "10 days" to "20 days".
52.225-13	Restriction on Certain Foreign Purchases NOTE: Clause is applicable if purchased item is other than commercial item or component per clause at FAR 52.244-6.
52.227-1	Authorization and Consent NOTE: Applicable only if contained in the controlling Prime Contract and to any Order greater than the simplified acquisition threshold.
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement NOTE: Applicable to any Order greater than the simplified acquisition threshold.
52.227-9	Refund of Royalties
52.227-10	Filing of Patent Applications -- Classified Subject Matter
52.228-3	Workers' Compensation Insurance (Defense Base Act) NOTE: Applicable to public works contracts performed outside the U.S. or contracts approved or financed under the Foreign Assistance Act of 1961, unless an exception applies. The Contractor shall insert, in all subcontracts under this Contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act
52.288-4	Workers' Compensation and War-Hazard Insurance Overseas NOTE: Applicable to public works contracts performed outside the U.S. and the Secretary of Labor waives the applicability of the Defense Base Act. The Contractor shall insert, in all subcontracts under this Contract (i) to which the Defense Base Act would apply but for the waiver and (ii) to which the War Hazards Compensation Act would apply unless the Contractor elects to assume directly the liability to subcontractor employees, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to provide worker's compensation insurance coverage and/or war-hazard benefits.
52.228-5	Insurance -- Work on a Government Installation NOTE: Applicable on any Order that requires work on a Government installation.
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.230-4	Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns
52.230-5	Cost Accounting Standards NOTE: When referenced in this Contract, full CAS Coverage applies. In subparagraph (a)(4)(ii) and (a)(5), Note 1 applies. Delete paragraph (b) of the clause.
52.230-6	Administration of Cost Accounting Standards
52.232-17	Interest
52.233-1	Disputes
52.233-3	Protest After Award
52.233-4	Applicable Law for Breach of Contract Claim
52.234-1	Industrial Resources Developed Under Defense Production Act Title III NOTE: Applicable only if this Order is identified elsewhere herein as stemming from a major system Prime Contract.
52.236-13	Accident Prevention
52.237-2	Protection of Government Buildings, Equipment, and Vegetation

NOTE: Applicable to any work performed on a Government installation. "Government" thereunder means Buyer, prime contractor [if not Buyer], and any upper-tier subcontractor.

52.242-13 **Bankruptcy**

NOTE: Any such notification shall be to Buyer. After "for all Government contracts," insert "with Supplier".

52.244-5 **Competition in Subcontracting**

52.245-1 **Government Property**

"Contractor" means "Supplier," and "Government" shall mean Government throughout except the first time it appears in paragraph (g)(l) when "Government" shall mean the Government or the Buyer. Paragraph (h)(l) is deleted and replaced by the following: "Supplier assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government property upon its delivery to Supplier as Government-furnished property. However, Supplier is not responsible for reasonable wear and tear to Government Property or for Government property properly consumed in performing this Contract."

NOTE: Applicable to any Order if Government property is furnished to Supplier.

NOTE: In the phrases "Government Property", "Government-furnished property", and in references to title to property, "Government" shall not mean "Buyer". The following is added as paragraph (n): "Contractor shall provide Buyer immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system".

52.245-2 **Government Property Installation Operation Services**

52.245-5 **Competition in Subcontracting**

52.245-9 **Use and Charges**

52-249-9 **Use and Charges**

52.246-2 **Inspection of Supplies—Fixed-Price**

52.246-3 **Inspection of Supplies – Cost-Reimbursement**

52.246-4 **Inspection of Services—Fixed-Price**

NOTE: Alternate I applies if this Order is fixed-price incentive type.

52.246-5 **Inspection of Services – Cost-Reimbursement**

52.246-6 **Inspection – Time-and-Material and Labor-Hour**

52.246-7 **Inspection of Research and Development – Fixed-Price**

52.246-8 **Inspection of Research and Development – Cost-Reimbursement**

52.246-11 **Higher-Level Contract Quality Requirement**

52.246-24 **Limitation of Liability – High-Value Items**

52.246-25 **Limitation of Liability - Services**

52.247-63 **Preference for U.S.-Flag Air Carriers**

NOTE: Applicable to any Order and lower-tier subcontracts that involve international air transportation and are greater than the simplified acquisition threshold.

52.248-1 **Value Engineering**

NOTE: Applicable to any Order of \$150,000 or more except as specified in FAR 48.201(a).

NOTE: In paragraph (j), "Contracting Officer" means the U.S. Government Contracting Officer, and, in the legend of paragraph (m), "Government" means both the U.S. Government and Buyer. DOD deviation applies if this Order stems from higher-tier contract with DOD.

Defense Federal Acquisition Regulation Supplement (DFARS)

252.203-7001 **Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies**

NOTE: Applicable to all first-tier Orders greater than the simplified acquisition threshold.

252.203-7002 **Requirement to Inform Employees of Whistleblower Rights**

252.203-7003 **Agency Office of the Inspector General**

252.203-7004 **Display of Hotline Posters**

NOTE: Applicable to Orders greater than \$5,500,000, except for Orders for commercial items or lower-tier subcontracts performed entirely outside the U.S.

252.203-7997 **Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements**

252.215-7000 **Pricing Adjustments**

	NOTE: Applicable when it is contemplated that Cost or Pricing Data will be required.
252.215-7002	Cost Estimating System Requirements
252.215-7010	Requirements for Certified Cost or Pricing Data and Data other than Certified Cost or Pricing Data - Basic
252.217-7028	Over and Above Work
252.219-7003	Small Business Subcontracting Plan (DoD Contracts). NOTE: Applicable to any Order anticipated to be valued at \$700,000 or lower threshold if effective under older, higher-tier contract.
252.217-7004	Small Business Subcontracting Plan (Test Program)
252.222-7000	Restrictions on Employment of Personnel
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements NOTE: Failure to comply with this provision will be considered a material breach and, at the sole discretion of Buyer, may result in termination for default or cause.
252.225-7002	Compliance with Local Labor Laws (Overseas).
252.225-7003	Report of Intended Performance Outside the United States and Canada, Submission with Offer
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings. NOTE: Applicable to any Order and all lower-tier subcontracts if Product supplied contains ball or roller bearings.
252.225-7039	Defense Contractors Performing Private Security Functions Outside the United States.
252.225-7980	Contractor Personnel Performing in the United States Africa Command Area of Responsibility
252.225-7981	Additional Access to Contractor and Subcontractor Records(Other than USCENTCOM) Deviation 2015-00016(Over \$50,000)
252.225-7997	Additional Requirements and Responsibilities Relating to Alleged Crimes by or Against Contractor Personnel in Iraq and Afghanistan
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.231-7000	Supplemental Cost Principles

Section III: Certifications and Representations

Supplier acknowledges that Buyer will rely upon Supplier certifications and representations of this Appendix A, including any representations and certifications contained in any other form of written offer, proposal or quote received by Buyer from Supplier. Supplier shall immediately notify Buyer of any change of status regarding any certification or representation.

Federal Acquisition Regulation (FAR)

52.203-11 **Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**
(Applicable to solicitations and contracts exceeding \$150,000)

(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. SUPPLIER 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 an Order

(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 Order, SUPPLIER shall complete and submit, with its offer, to BUYER OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. SUPPLIER 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 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.

52.209-5 **Certification Regarding Responsibility Matters.**

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

(i) SUPPLIER and/or any of its Principals--

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

(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) Supplier 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 \$3,500 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) SUPPLIER shall provide immediate written notice to BUYER if, at any time prior to contract award, SUPPLIER 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 SUPPLIER knowingly rendered an erroneous certification, in addition to other remedies available, BUYER may terminate this contract for default.

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

(a) SUPPLIER represents that if SUPPLIER has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (1) Supplier 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) SUPPLIER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.

52.222-25 **Affirmative Action Compliance**

(a) SUPPLIER represents: (1) that SUPPLIER 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, SUPPLIER 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) SUPPLIER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.

Certification Regarding Political Contributions, Fees, and commissions Paid in Connection with Sales Subject to the Provisions of the Arms Export Act. In compliance with 22 C.F.R. 130, neither Contractor nor its subcontractors at any tier have paid, offered or agreed to pay, or will pay or offer or agree to pay, in respect to the Work which is to be provided to Buyer under any Contract awarded, political contributions, fees, or commissions in amounts as specified in 22. C.F.R. 130.9

Section IV: The following clauses apply if work will be performed on a government installation

152.223-704 Workplace Health and Safety

152.222-700 Equal Employment Opportunity