



PURCHASE ORDER TERMS AND CONDITIONS FOR GOVERNMENT CONTRACTS COVERED BY THE FEDERAL ACQUISITION REGULATION (FARS) AND THE DEPARTMENT OF DEFENSE FAR SUPPLEMENT (DFARS)

Amphenol Borisch Technologies ("Buyer") has awarded or seeks to award a contract (the "Contract") to Seller that consists of a purchase order ("PO")

Supplier Compliance Representations & Certifications.

GOVERNMENT CONTRACTS, Buyer has issued the Contract under a United States Government prime contract or subcontract held by Buyer. The clauses identified below from the Federal Acquisition Regulation ("FAR") and Department of Defense ("DoD") Federal Acquisition Regulation ("DFARS") are incorporated by reference, with the DFARS clauses applicable if this Contract has been awarded in support of a DoD prime contract or subcontract. The parties hereby agree to amend this document to include any additional or revised FARS and DFARS clauses incorporated in Buyer's Government Contract that apply to the performance of this Contract. The parties shall affect any such amendments of this document under CHANGES, of this Contract. Seller shall flow down to its lower-tier subcontractors all applicable FARS and DFARS clauses and any other requirements of this Contract and applicable law so as to enable and ensure that Buyer and Seller comply with all applicable requirements of Buyer's Government Contract.

Buyer and Seller intend that these FARS and DFARS clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Buyer, and to ensure Seller's obligations to Buyer and to the Government, and to enable Buyer to meet its contract obligations to the Government. Consequently, in interpreting and applying FARS and DFARS clauses flowed down to Seller, and as context requires, the terms "Contractor" and "Offeror" shall mean Seller and the terms "Government", "Contracting Officer" and equivalent phrases shall mean Buyer and/or Buyer's Representative, unless otherwise indicated. However, as an exception to the foregoing, the terms "Government" and "Contracting Officer" do not change in the following circumstances:

- a) In the phrases "Government Property," "Government-Furnished Property," and "Government-Owned Property";
- b) In the Patent Rights and Rights in Technical Data clauses incorporated therein, if any;
- c) When a right, act, authorization, or obligation can be granted or performed only by the Government or a Contracting Officer or his/her duly authorized representative;
- d) When title to property is to be transferred directly to the Government;
- e) When access to proprietary financial information or other proprietary data is required, except as otherwise provided in this Contract; and
- f) Where specifically modified in this Contract.

FARS and DFARS clauses apply to solicitations and are to be flowed down by Buyer to Seller pursuant to this provision may require submission of representations and certifications, all of which made in connection with this Contract, including all such certifications submitted by Seller to ABT which will be considered as written notice to Buyer if, any time prior to award of any order it learns that its representation(s), certification(s), and/or disclosure(s) was erroneous, when submitted, or has become erroneous by reason of changed circumstances. Seller shall, with respect to applicable FARS and DFARS clauses flowed down pursuant to this provision, furnish to Buyer (or directly to the Government upon request of Buyer) any certificate required to be furnished by any FARS and DFARS clause and any certificate required by any further U.S. law, ordinance, or regulation with respect to Seller's compliance with the terms and provisions of U.S. laws, ordinances, or regulations. As used in this paragraph, the word "certificate" shall include any plan or course of action or record keeping function, as, for example, a small business subcontracting plan for which flow down is required.

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Section I:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts, POs, and Buyer solicitations referencing this document:

<u>FAR</u>	<u>FAR Clause Title</u>
52.202-1	Definitions (Definitions within FAR 52.202-1 apply to solicitations and contracts unless the contract or specific, applicable FAR defines the word or term differently.)
52.203-2	Certificate Of Independent Price Determination
52.203-3	Gratuities
52.203-5	Covenant against Contingent Fees (Applies to solicitations and contracts unless for commercial items.)
52.203-6	Restrictions on Subcontractor Sales to the Government (Only for subcontracts exceeding the simplified acquisition threshold)
52.203-7	Anti-Kickback Procedures
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014) (Applies to solicitations and contracts unless for commercial items.)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Applies to solicitations and contracts unless for commercial items.)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain federal Transactions
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Poster(s)
52.203-15	Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Applies if this Contract is funded in whole or in part by Recovery Act funds.)
52.203-16	Preventing Personal Conflicts of Interest
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Applies to all solicitations and contracts exceeding the simplified acquisition threshold.)
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Applies solicitations and contracts unless for personal service with individuals.)
52.204-2	Security Requirements (Applies if this Contract involves access to classified information; Alts. I and/or II apply if under the criteria at FAR 4.404.)
52.204-4	Printed or Copied Double-sided on Postconsumer Fiber Content Paper
52.204-5	Women-Owned Business (other than small businesses)
52.204-7	System for Award Management
52.204-9	Personal Identity Verification of Contractor Personnel (Applies if this Contract requires routine access to a Federally controlled facility and/or to a Federal information system.)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-13	System For Award Management Maintenance
52.204-14	Service Contract Report Requirements (Applies to Seller if a first-tier subcontractor providing services under this Contract with a value that meets or exceeds the thresholds set forth in FAR 4.1703 (a) (2), unless exempt under FARs 4.1705 (a) or 52.204-14 (a); Seller shall report the required information to Buyer no later than June 1st annually; and the information Seller provides will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.)
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Applies to Seller if a first-tier subcontractor providing services under this Contract with a value that meets or exceeds the thresholds set forth in FAR 4.1703 (a) (2), unless exempt Buyer no later than June 1st annually; and the information Seller provides will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.)
52.204-16	Commercial and Government Entity Code Reporting
52.204-18	Commercial and Government Entity Code Maintenance
52.204-19	Incorporation by Reference of Representations and Certifications
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (Applies to solicitations and contracts, including for commercial items (except COTS) when subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)
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 (Aug 2020) (Applies to all solicitations and contracts, including acquisition of commercial items, unless exempted by FAR

52.204-26 response of “does not.”)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020) (Applies to all solicitations and contracts, including acquisition of commercial items.)

52.204-26 Covered Telecommunications Equipment or Services Representation (Dec 2019)

52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)

52.208-8 Required Sources for Helium and Helium Usage Data

(Applies if this Contract involves a major helium requirement.)

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations - Representation

52.209-5 Certification Regarding Responsibility Matters

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment

52.209-7 Informatino Regarding Responsibility Matters

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations

52.209-13 Violations of Arms Control Treaties or Agreements - Certification

52.211-5 Material Requirements

(Applies to solicitations and contracts for supplies that are not commercial items.)

52.211-14 Notice of Priority Rating for National Defense Use, Emergency Preparedness, and Energy Use Program

52.211-15 Defense Priority and Allocation Requirements

(Applies if this Contract contains a DPAS rating; Seller shall accept or reject in writing all DX-rated orders within ten (10) working days and all DO-rated orders within fifteen (15) working days.)

52.211-16 Variation in Quantity

52.211-17 Delivery of Excess Quantities

52.212-3 Offer Representations and Certifications, Commercial Items (This provision provides a single, consolidated list of representations and certifications for the acquisition of commercial items. Use the provision with its Alternate I in solicitations issued by DoD, NASA, or the Coast Guard.)

52.212-4 Contract Terms and Conditions – Commercial Items

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items

(Applies to solicitations and acquisition of commercial items; Alternate I applies when the head of the agency has waived the examination of records by the Comptroller General in accordance with FAR 25.1001. Alternate II applies if the acquisition will use funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009 (Pub. L. 11-5).

52.213-4 Terms and Conditions – Simplified Acquisitions (other than commercial items)

52.214-26 Audit and Records – Sealed Bidding

(Only for subcontracts exceeding the threshold for obtaining cost or pricing data)

52.214-27 Price Reduction for Defective Cost or Pricing Data – Modifications – Sealed Bidding

52.214-28 Subcontractor Cost or Pricing Data – Modifications – Sealed Bidding

(Only for subcontracts exceeding the threshold for obtaining cost or pricing data)

52.215-1 Instructions To Offerors – Competitive Acquisition

52.215-2 Audit and Records—Negotiation (Alt. I)

(This alternate applies if this Contract is funded in whole or in part by the American Recovery and Reinvestment Act of 2009; otherwise, FAR 52.215-2 applies as stated in FAR 52.215-2(g)).

52.215-8 Order of Precedence – Uniform Contract Format

52.215-9 Make or Buy

52.215-10 Reduction for Defective Certified Cost or Pricing Data (applicable to any order when cost or pricing data are required)

52.215-11 Reduction for Defective Certified Cost or Pricing Data – Modifications (applicable fi FAR 52.215-12 is not applicable to this order)

52.215-12 Subcontractor Certified Cost or Pricing Data

52.215-13 Subcontractor Certified Cost or Pricing Data-Modifications

52.215-14 Integrity of Unit Prices

52.215-15 Pension Adjustments and Asset Reversions (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)

52.215-16 Facilities Capital Cost of Money (Applicable only if this Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller proposed Facilities Capital Cost of Money in its offer)

52.215-17 Waiver of Facilities Capital Cost of Money (Applicable only if this Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller did not propose Facilities Capital Cost of Money in its offer)

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (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)

52.215-19 Notification of Ownership Changes (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)

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications

52.215-22	Limitations on Pass-Through Charges = Identification of Subcontract Effort
52.215-23	Limitations on Pass-Through Charges
(Applicable to cost-reimbursement Purchase Orders that exceed the simplified acquisition threshold, except if the contract is with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement Purchase Orders and fixed-price Purchase Orders, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.)	
52.216-4	Economic Price Adjustment Labor and Material
52.216-5	Price Redetermination—Prospective
(Applies if this Contract is fixed price and Buyer determines it satisfies the requirements at FAR 16.205-2 and 16.205-3(a).)	
52.216-6	Price Redetermination—Retrospective
(Applies if this Contract is fixed price and Buyer determines it satisfies the requirements at FAR 16.205-2 and 16.205-3(a).)	
52.216-7	Allowable Cost and Payment
(Applies if this Contract is cost-reimbursement or time-and-materials.)	
52.216-8	Fixed Fee
(Applies if this Contract is a cost-plus-fixed-fee contract.)	
52.216-10	Incentive Fee (Applicable if this is a cost plus incentive fee Purchase Order.)
52.216-11	Cost Contract—No Fee
(Applies if this Contract is cost reimbursement and provides no fee.)	
52.216-12	Cost Sharing Contract – No Fee
52.216-16	Incentive Price Revision—Firm Target
(Applies if this Contract is a fixed-price incentive (firm target) contract.)	
52.216-17	Incentive Price Revision—Successive Targets
(Applies if this Contract is a fixed-price incentive (successive targets) contract.)	
52.216-24	Limitation of Government Liability
52.216-25	Contract Definitization (Including Alternate I)
52.216-26	Payments of Allowable Costs Before Definitization
52.217-2	Cancellation Under Multi-year Contracts
52.217-8	Option to Extend Services
52.217-9	Option to Extend the Term of the Contract
52.219-1	Small Business Programs Representations
52.219-8	Utilization of Small Business Concerns
52.219-9	Small Business Subcontracting Plan
52.219-16	Liquidated Damages – Subcontracting Plan
52.219-28	Post Award Small Business Program Representation
52.222-1	Notice to Government of Labor Disputes
(Applies to solicitations and contracts that involve programs or requirements that have been designated under FAR 22.101-1(e).)	
52.222-2	Payment for Overtime Premiums
52.222-3	Convict Labor
(Applies if this Contract requires the use of laborers or mechanics and will be performed in the United States or a territory listed in FAR 22.305(d), unless one of the conditions in FAR 22.202 applies.)	
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation
(Applies if this Contract is subject to the Contract Work Hours and Safety Standards Act (40 U.S.C. 37) Buyer may withhold or recover from Seller any sums the Contracting Officer withholds or recovers from Buyer because of a violation of this provision by Seller or Seller's subcontractor(s).)	
52.222-6	Construction Wage Rate Requirements
52.222-7	Withholding of Funds
52.222-8	Payrolls and Basic Records
(Applies to contracts for construction within the U.S. in excess of \$2,000.)	
52.222-9	Apprentices and Trainees
52.222-10	Compliance with Copeland Act Requirements
52.222-11	Subcontracts (Labor Standards)
(Applies if this Contract is for construction within the United States.)	
52.222-12	Contract Termination – Debarment
(Applies to contracts for construction within the U.S. in excess of \$2,000.)	
52.222-13	Compliance with Construction Wage Rate Requirements and Related Act Regulations
52.222-14	Disputes Concerning Labor Standards
52.222-15	Certification of Eligibility
52.222-16	Approval Of Wage Rates
52.222-17	No displacement of Qualified Workers
(Applies only to service contracts)	
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products (Solicitations that are expected

to exceed the micro-purchase threshold and are for the acquisition of end products (regardless of country of origin) of a type identified by country of origin on the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, except solicitations for commercial items that include the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items)

52.222-19 Child Labor—Cooperation with Authorities and Remedies (Mar 2012)

(Applies if this Contract is for supplies.)

52.222-20 Walsh-Healey Public Contracts Act

52.222-21 Prohibition of Segregated Facilities

(Applies to solicitations and contracts unless exempt from E.O. 11246; see FAR 22.807.)

52.222-22 Previous of Segregated Facilities

52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction

52.222-25 Affirmative Action Compliance

52.222-26 Equal Opportunity

(Applies unless this Contract is exempt from E.O. 11246; see FAR 22.807.)

52.222-27 Affirmative Action Compliance Requirements for Construction

52.222-29 Notification of Visa Denial

(Applies if this Contract requires performance in or on behalf of a foreign country.)

52.222-34 Project Labor Agreement

52.222-35 Equal Opportunity for Veterans

52.222-36 Affirmative Action for Workers with Disabilities

52.222-37 Employment Reports on Veterans (Applicable to any Order at or over the Simplified Acquisition Threshold)

52.222-38 Compliance with Veterans' Employment Reporting Requirements (Applicable to any Order over the Simplified Acquisition Threshold and not for the acquisition of commercial items)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act

52.222-41 Service Contract Labor Standards

(Applies if the Service Contract Act applies to this Contract.)

52.222-42 Statement of Equivalent Rates for Federal Hires

(Applies if Contract is subject to the Service Contract Act and over \$2,500.)

52.222-43 Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts)

(Applies if this Contract is subject to the Service Contract Act; is fixed-price, time-and- materials, or labor-hour; and is for multiple years or has options to renew.)

52.222-44 Fair Labor Standards Act and Service Contract Act—Price Adjustment (May 2014) (Applies if this Contract is subject to the Service Contract Act; is fixed-price, time-and- materials, or labor-hour; is not for multiple years; and does not have options to renew.)

52.222-48 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification

(Applies if this Contract is exempt from the Service Contract Act per FAR part 22.10.)

52.222-50 Combating Trafficking in Persons

(Alt. I applies under the circumstances in FAR 22.1705(b).)

52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements

(Applies if this Contract is exempt from the Service Contract Act (41 U.S. C. 351, et. seq.) per FAR subpart 22.10.)

52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification (subcontracts that— (A) include the clause at 52.222-41, Service Contract Labor Standards, and (B) the contract may be exempt from the Service Contract Labor Standards statute in accordance with 22.1003-4(d).)

52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements

(Applies if this Contract is exempt from the Service Contract Act (41 U.S.C., et. seq.) per FAR subpart 22.10.)

52.222-54 Employment Eligibility Verification

(Applies if this Contract: (1) is for commercial services, noncommercial services, or construction, except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; (2) has a value of more than \$3,500; and (3) includes work performed in the United States.)

52.222-55 Minimum Wages Under Executive Order 13658

(Applies if this Contract is subject to the Service Contract Labor Standards (52.222-41) or Construction Wage Rate Requirements (52.222-6) and work is to be performed in whole or part within the United States (includes the District of Columbia).)

52.222-56 Certification Regarding Trafficking in Persons Compliance Plan

52.222-59 Compliance with Labor Laws

52.222-60 Paycheck Transparency

52.222-62 Paid Sick Leave Under Executive Order 13706

(Applies only to service contracts)

52.223-1 Biobased Product Certification

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts

(Applies if the Contract involves USDA-designated items at 7 C.F.R. part 3201.)

52.223-3 Hazardous Material Identification and Material Safety Data

(Seller shall furnish information required by Para. (b) to Buyer.)

52.223-4 Recovered Material Certification (Except for the acquisition of commercially available off-the-shelf items, insert the provision in subcontracts that require the delivery or specify the use of, EPA-designated item)

52.223-5 Pollution Prevention and Right-to-Know Information

(Applies if this Contract provides for performance, in whole or in part, on a Federal facility.)

52.223-6 Drug-Free Workplace

(Except for Contracts that will be performed outside the United States and its outlying areas and except for Contracts for commercial items.)

52.223-7 Notice of Radioactive Materials

(Applies if this Contract meets the criteria in Para. (a); insert "60" in the first sentence of Para. (a).)

52.223-11 Ozone-Depleting Substances

(Applies if this Contract is for ozone-depleting substances or for supplies that may contain or be manufactured with ozone depleting substances.)

52.223-12 Refrigeration Equipment and Air Conditioners

(Applies if this Contract includes the maintenance, repair, or disposal of any equipment or appliance using ozone-depleting substances as a refrigerant.)

52.223-13 Acquisition of EPEAT®-Registered Imaging Equipment

(Applies to solicitations and contracts for imaging equipment (copiers, digital duplicators, facsimile machines, mailing machines, multifunction devices, printers, scanners) to be EPEAT® bronze-registered or higher when the imaging equipment will be delivered, furnished for Government use, or furnished for contractor's use at a Federally-controlled facility, unless an exception applies under FAR 23.704(a). For information about EPEAT®, see www.epa.gov/PEAT. Alternate I applies when there are sufficient EPEAT® silver- or gold-registered products available to meet Buyer or Government's needs.)

52.223-14 Toxic Chemical Release Reporting

52.223-15 Energy Efficiency in Energy—Consuming Products

(Applies if this Contract involves delivery of products described in FAR 23.206.)

52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products

(Applies to solicitations and contracts for personal computer products, as defined by FAR

52.223-16, to be EPEAT® bronze-registered or higher when the personal computer product will be delivered, furnished for Government use, or furnished for contractor's use at a Federally controlled facility, unless an exception applies under FAR 23.704(a). For information about EPEAT®, see www.epa.gov/PEAT. Alternate I applies when there are sufficient EPEAT® silver- or gold-registered products available to meet Buyer or Government's needs.)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving

(Applies if Contract has a value of more than \$3,000)

52.223-20 Aerosols

52.223-21 Foams

52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Applies for contracts subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.)

52.224-1 Privacy Act Notification

52.224-2 Privacy Act

52.224-3 Privacy Training

52.224-6 Subcontracts for Commercial Items

52.225-1 Buy American Act—Supplies

52.225-2 Buy American Act – Balance of Payments Program Certificate

(Applies to all orders where the items being procured will be delivered as end items to the U.S. Government.)

52.225-3 Buy American Act—Free Trade Agreement—Israeli Trade Act

(Applies if this Contract satisfies the circumstances in FAR 25.1101(b)(1).)

52.225-5 Trade Agreements

(Applies if this Contract satisfies the circumstances in FAR 25.1101(c)(1).)

52.225-6 Trade Agreements Certificate

52.225-7 Waiver of Buy American Act for Civil Aircraft and Related Articles

52.225-8 Duty Free Entry

(Applies if, under this Contract, supplies identified in the Contract to be accorded duty-free entry will be imported into the customs territory of the United States or if other foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States; change "20 calendar days" to "30 calendar days" in Para. (c)(1) and "10 calendar days" to "20 calendar days" in Para. (c)(2). Does not apply if DFARS 252.225-7013 applies.)

52.225-9 Buy American Act – Construction Materials

52.225-10 Notice of Buy American Act Requirement – Construction Materials

52.225-11 Buy American Act – Construction Materials Under Trade Agreements

52.225-12 Notice of Buy American Act Requirement – Construction Materials Under Trade Agreements

52.225-13 Restrictions on Certain Foreign Purchases

(Applies to solicitations and contracts requiring supplies and services not to be acquired for use in the performance of the contract if prohibited by Executive order, statute, or regulations.)

52.225-14 Inconsistency Between English Version and Translation of Contract

52.225-19 Contractor Personnel in Designated Operation Area or Supporting a Diplomatic or Consular Mission

Outside the United States

(Applies if this Contract requires Seller to perform outside the United States (1) in a designated operational area during contingency operations or humanitarian or peacekeeping operations or (2) when supporting a diplomatic or consular mission that has been designated by the Department of State as a danger pay post or that the Contracting Officer has indicated is subject to this clause. Does not apply if DFARS 252.225-7040 or DFARS 252.225-7040 (Deviation) applies.)

52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan – Certification

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (Applies to all solicitations and contracts)

52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016) Applies to solicitations and contracts to be performed outside the United States in areas of: combat operations (as designated by the Secretary of Defense) or other significant military operations upon agreement of the Secretaries of Defense and State that the clause applies in that area.)

52.226-1 Utilization Of Indian Organizations And Indian-Owned Economic Enterprises

52.226-6 Promoting Excess Food Donation to Nonprofit Organizations

(Applies if Contract greater than \$25,000 and if provision, service, or sale of food in the United States.)

52.227-1 Authorization and Consent

(Does not apply if both complete performance and delivery are outside the United States.)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement

(Subcontracts exceeding the simplified acquisition threshold)

52.227-3 Patent Indemnity

52.227-6 Royalty Information

52.227-8 Reporting of Royalties (Foreign)

52.227-9 Refund of Royalties

(Applies if the amount of royalties reported during negotiation is over \$250.)

52.227-10 Filing of Patent Applications—Classified Subject Matter

(Applies if this Contract is classified or reasonably could result in a patent application containing classified subject matter.)

52.227-11 Patent Rights—Ownership by the Contractor

(Does not apply under the circumstances at DFARS 227.303(2)(i); Alts. I – V apply under the circumstances in FAR 27.303(b)(1).)

52.227-13 Patent Rights—Ownership by the Government

(Alts. I and II apply under the circumstances in FAR 27.303(e).)

52.227-14 Rights in Data—General

(Does not apply if this Contract is awarded under a DoD prime contract (FAR subpart 27.4); if this clause does apply, "Government" does not change and the term "Contractor" changes to "Seller" rather than to "Buyer" in Para. (b) and "Contracting Officer" does not change in the first sentence of Paras. (c)(1) and (e).)

52.227-16 Additional Data Requirements

(Does not apply if this Contract is awarded under a DoD prime contract; otherwise applies when criteria in FAR 27.409(d) are satisfied.)

52.227-17 Rights in Data—Special Works

(Does not apply if this Contract is awarded under a DoD prime contract.)

52.227-18 Rights in Data Existing Works

(Applicable if the order is exclusively for the acquisition, without modifications, of existing audiovisual and similar works of the type set forth in FAR 27.405(b).)

52.227-19 Commercial Computer Software—License

(Applies if Contract is for commercial computer software and clause is present in the prime contract.)

52.227-20 Rights in Data – SBIR Program

(Applies if a Small Business Innovation Research (SBIR) contract.)

52.227-21 Technical Data Declaration, Revision, and Withholding of Payment—Major Systems

(Applies to contracts for acquisition of major systems or for support of major systems which includes if for detailed design, development, or production of a major system, any individual part, component, subassembly, assembly, or subsystem integral to the major system, and other property that may be replaced during the service life of the system, including spare parts.)

52.227-22 Major System – Minimum Rights

52.227-23 Rights to Proposal Data (Technical)

(Applies to solicitations and contracts relating to Government rights to proposal technical data.)

52.228-3 Workers' Compensation Insurance (Defense Base Act)

(Applies to solicitations and contracts to which the Defense Base Act applies and will be for public work performed outside the United States or will be approved or financed under the Foreign Assistance Act of 1961 (Pub. L. 87-195) and is not excluded by FAR 28.305(b)(2).)

52.228-4 Worker's Compensation and War-Hazard Insurance Overseas

(Applies to solicitations and contracts where the Defense Base Act applies and will be for public work outside the United States and the Secretary of Labor waives the Defense Base Act applicability; see 28.305(d).)

52.228-5 Insurance-Work on a Government Installation

(Applies if this Contract requires work on a Government installation; insurance kinds and types as set forth in the Contract.).

52.229-3 Federal, State, and Local Taxes

52.229-4 Federal, State, and Local Taxes (State and Local Adjustments)

52.229-5 Taxes – Contracts Performed in US Possessions or Puerto Rico (Apr 1984)

52.229-6 Taxes—Foreign Fixed-Price Contracts

(Applies if this Contract is fixed price and performed at least partly in a foreign country.)

52.229-7	Taxes-Fixed-Price Contracts with Foreign Governments
52.229-8	Taxes—Foreign Cost-Reimbursement Contracts
(Applies if this Contract is cost reimbursement and performed at least partly in a foreign country.)	
52.229-9	Taxes – Cost Reimbursement Contracts with Foreign Governments
52.229-10	State of New Mexico Gross Receipts and Compensating Tax
(Applies if this Contract is cost-reimbursement and satisfies the requirements in FAR 29.401-4(b)-(c).)	
52.229-12	Tax on Certain Foreign Procurements
52.230-1	Cost Accounting Standards Notices and Certification (Subcontracts subject to CAS as specified in 48 CFR 9903.201)
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 – Educational Institution
52.230-6	Administration of Cost Accounting Standards
52.230-7	Cost Accounting Standards – Proposal Disclosure – Cost Accounting Practice Changes
52.232-1	Payments
52.232-2	Payments Under Fixed-Price Research and Development Contracts
52.232-7	Payments Under Time-and-Materials and Labor Hour Contracts
52.232-8	Discounts for Prompt Payments
52.232-9	Limitation on Withholding of Payments
52.232-11	Extras
52.232-16	Progress Payments
(Applies if this Contract is fixed price and provides for progress payments. If Seller is other than a small business, then this clause applies only if approved by Buyer. "Government" does not change in Paras. (d) and (g). Alt. I applies if Seller is a small business.)	
52.232-17	Interest
52.232-20	Limitation of Cost
(Applies if this Contract is a fully funded cost-reimbursement contract, whether or not the Contract provides for payment of a fee.)	
52.232-22	Limitation of Funds
(Applies if this Contract is an incrementally funded cost-reimbursement contract.)	
52.232-25	Prompt Payment
52.232-27	Prompt Payment for Construction Contracts
(Applies if this Contract is for construction and is required to flow to each tier.)	
52.232-32	Performance-Based Payments
(Applies if this Contract is fixed price and provides for performance-based payments.)	
52.232-33	Payment by Electronic Funds Transfer-System for Award Management
52.232-39	Unenforceability of Unauthorized Obligations
("Government" retains its meaning.) (Applies to all solicitations and contracts when any supply or service acquired under this contract is subject to any agreement that includes a clause requiring the Government to indemnify that would create an Anti-Deficiency Act violation.)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
(Applies to all subcontracts with small business concerns, including if acquisition of commercial items.)	
52.233-1	Disputes
52.233-3	Protest After Award
(Under paragraph (f) of this clause, Buyer may withhold or recover from Seller any sums the Contracting Officer withholds or recovers from Buyer because of an intentional or negligent misstatement, misrepresentation, or mis-certification of the Seller which results in a bid protest being sustained.)	
52.233-4	Applicable Law for Breach of Contract Claim
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
(Applies where Contract awarded under a DoD prime contract for major systems or items of supply.)	
52.234-4	Earned Value Management System
52.236-13	Accident Prevention
52.237-2	Protection of Government Buildings, Equipment, and Vegetation
(Applies if work under the Contract will be performed on a Government installation.)	
52.237-3	Continuity of Services
(Applies to solicitations and contracts when services are vital and must be continue without interruption, upon contract expiration Government or successor may continue services, and Government anticipates transition difficulties.)	
52.237-7	Indemnification and Medical Liability Insurance
52.239-1	Privacy or Security Safeguards
(Applies to solicitations and contracts for which require security of information Technology and/or are for design, development, or operation of a system of records using commercial information technology services or support services.)	
52.242-1	Notice of Intent to Disallow Costs
52.242-2	Production Progress Reports
(Applies if the Contract requires production progress reporting.)	
52.242-3	Penalties for Unallowable Costs

52.242-4 Certification of Final Indirect Costs (This clause applies only to CR or TM/LH type Orders, or any Order where reimbursement is to be based upon allowable/allocable costs in accordance with FAR Part 31.)

52.242-13 Bankruptcy

52.242-15 Stop Work Order

52.242-17 Government Delay of Work

52.243-1 Changes – Fixed Price

52.243-2 Changes – Cost-Reimbursement (applicable to time and material or labor hour purchase orders)

52.243-3 Changes – Time and Material or Labor-Hours (applicable to time and material or labor hour purchase orders)

52.243-6 Change Order Accounting

(Applies to solicitations and contracts for supply, research, development, and construction of significant complexity if numerous changes are anticipated and the estimated cost of a change or series of related changes exceeds \$100,000.)

52.243-7 Notification Of Changes

52.244-2 Subcontracts

(Applies if Contract contains unpriced or cost-reimbursement elements.)

52.244-5 Competition in Subcontracting

(Applies to solicitations and contracts unless a firm-fixed price contract with adequate price competition, price set by law or regulation, or for a time-and-materials, labor- hour, or architect-engineer contract.)

52.244-6 Subcontracts for Commercial Items

(Applies to all subcontractor tiers in solicitations and contracts for commercial items or non-developmental items as components as items and includes the FARs listed within FAR 52.244-6; Seller is to flow down these requirements as required.)

52.245-1 Government Property

(Applies if Seller will be furnished property under this Contract. Alts. I and II apply as specified in FAR 45.107(a)(2)-(3). Seller's obligations for any Buyer Furnished Property are the same as for Government Furnished Property under this clause.)

52.245-2 Government Property Installation Operations Services

(Applies if this Contract is a fixed-price service contracts and will be performed on a Government installation when Government-furnished property will be provided for initial provisioning only and the Government is not responsible for repair or replacement.)

52.245-9 Use and Charges

(Applies to solicitations and contracts at any tier when FAR 52.245-1, Government Property, applies.)

52.245-17 Special Tooling

(Applies if this order requires Seller to acquire special tooling, the cost of which is included in the order price, other than special tooling to be delivered as an end item. As used in this clause, "Government" shall mean "Buyer.")

52.245-18 Special Test Equipment

(Applies If this order requires Seller to acquire or fabricate special test equipment as defined in paragraph (a) of the referenced clause but does not specify the items to be acquired or fabricated. As used in this clause, "Government" shall mean "Buyer.")

52.246-1 Inspection Requirements

(Applies if the Contract is below the simplified acquisition threshold; INSPECTION.)

52.246-2 Inspection of Supplies – Fixed Price

52.246-3 Inspection of Supplies—Cost-Reimbursement

(Applies to solicitations and contracts for supplies or services that involve furnishing supplies when a cost-reimbursement contract is contemplated.)

52.246-4 Inspection of Services – Fixed Price

52.246-5 Inspection of Services—Cost-Reimbursement

(Applies to solicitations and contracts for services or supplies that involve furnishing services when a cost-reimbursement contract is contemplated.)

52.246-6 Inspection of Time and Material and Labor Hour — ("Contracting Officer" means Buyer's Purchasing Representative and "Government" means "Buyer and Government" (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where "Government" first appears in paragraph (k) it shall mean "Government and/or Buyer".)

(The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.)

52.246-7 Inspection of Research and Development - Fixed Price

52.246-8 Inspection of Research and Development Cost - Reimbursement

52.246-9 Inspection of Research and Development – Short Form

52.246-11 Higher-Level Contract Quality Requirement

(Applies to solicitations and contracts at any tier when there are requirements of higher- level quality standard(s) for critical or complex items or technical requirements require control such as design, work operations, in-process control, testing, and inspection or attention to factors, such as, organization, planning, work instruction, documentation control, and advanced metrology.)

52.246-16 Responsibility for Supplies

52.246-17 Warranty of Supplies of a Noncomplex Nature

52.246-19 Warranty of Systems and Equipment Under Performance Specifications or Design Criteria (May 2001)

(Applies when performance specifications or design are of major importance; a fixed- price supply, service, or research and development contract for systems and equipment is contemplated; and the clause is within the prime contract.)

52.246-23 Limitation of Liability

(Applies to solicitations and contracts, not exempt under FAR 46.801, for delivery of non- high value end items.)

52.246-24	Limitation of Liability—High Value Items (Applies to solicitations and contracts, not exempt under FAR 46.801, for delivery of High value items.)
52.246-25	Limitation of Liability—Services (Applies to solicitations and contracts, not exempt under FAR 46.801, for performance of services.)
52.246-26	Reporting Nonconforming Items (Applies to all solicitations and contracts, except for commercial items)
52.247-1	Commercial Bill of Lading Notations
52.247-63	Preference for U.S.-Flag Air Carriers (Applies if the Contract involves international air transportation funded by this Contract.)
52.247-64	Preference for Privately Owned U.S. – Flag Commercial Vessels
52.247-67	Submission of Transportation Documents for Audit (Applies if this Contract is a cost-reimbursement first-tier Government subcontract and transportation will be reimbursed as a direct charge to the Contract; delete Para. (a)(2).)
52.247-68	Report of Shipment (REPSHIP)
52.248-1	Value Engineering
52.249-1	Termination for the Convenience of the Government (Fixed-Price) (Short Form) (Applies if this Contract is fixed price and is below the simplified acquisition threshold.)
52.249-2	Termination for Convenience of the Government (Fixed-Price)
52.249-4	Termination For Convenience Of The Government (Services)
52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions)
52.249-6	Termination (Cost-Reimbursement) (Applies if this Contract is cost reimbursement.)
52.249-8	Default (Fixed-Price Supply and Service) (Applies if this Contract is fixed price.)
52.249-9	Default (Fixed-Price Research and Development (Apr 1984) (Applies if this Contract is fixed price and for research and development.)
52.249-14	Excusable Delays (Applies if order is cost reimbursement, T&M, labor Hour. In (a)(2) delete "or contractual"
52.251-1	Government Supply Sources
52.252-1	Computer Generated Forms
52.252-2	Clauses Incorporated by Reference
52.252-6	Authorized Deviation in Clauses
52.253-1	Computer Generated Forms

<u>DFARS</u>	<u>DFARS Clause Title</u>
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252.203-7000	Requirements Relating to Compensation of Former DOD Officials (Applies to solicitations and contracts, including for commercial items.)
252.203-7001	Prohibition on Persons Convicted of Fraud or other Defense Contract-Related Felonies
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 (Only for subcontracts of \$5,500,000 or more)
252.204-7000	Disclosure of Information (Applies to solicitations and contracts at any tier where there is to be access to or where unclassified information will be generated that may be sensitive and inappropriate for release to the public. Seller is to submit requests for authorization to release to Buyer for submission to the U. S. Government.)
252.204-7002	Payment for Sub-line Items not Separately Priced (Applies to contracts when the schedule contains any contract subline items not separately priced (NSP).
252.204-7003	Control of Government Personnel Work Product (Applies to solicitations and contracts.)
252.204-7004	Antiterrorism Awareness Training for Contractors
252.204-7005	Oral Attestation of Security Responsibilities (Applies if FAR 52.204-2 applies to this Contract.)
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (Oct 2016) (Applies to all solicitations, including commercial. Seller represents it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see http://dx.doi.org/6028/NIST.SP800-171 , not later than December 31, 2017. Any variance from the foregoing requires Seller's further compliance with DFARS 251.204-7009 by submission to Buyer as prescribed within per (c) (2)).
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Applies to solicitations and contracts, including those for commercial items, for services that include support for Government's activities

related to safeguarding covered defense information and cyber incident reporting.)

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 of Unclassified Controlled Technical Information

252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors

(Applies to all solicitations and contracts that involve litigation support services, including the acquisition of commercial items.)

252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support

(Applies to all solicitations and contracts, including acquisition of commercial items.)

252.204-7016 Covered Defense Telecommunications Equipment or Services- Representation (Applies to all solicitations and contracts, including acquisition of commercial items.)

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services Representation

(Applies to all solicitations and contracts, including acquisition of commercial items, unless exempted by DFARS 252.204-7016 response of "does not.")

252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (Applies to all solicitations and contracts, including acquisition of commercial items.)

252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements (Nov 2020) (Applies to all solicitations and contracts, including acquisition of commercial items, except for solicitations solely for the acquisition of commercially available off-the-shelf (COTS) items.)

252.204-7020 Safeguarding Covered Defense Information and Cyber Incident Reporting

(Applies to non-COTS orders)

252.204-7021 Cybersecurity Maturity Model Certification Requirements.

252.205-7000 Provision of Information to Compensation of Former DOD Officials

252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material

(Applies unless no items containing precious metals will be delivered under this Contract.)

252.209-7002 Disclosure of Ownership of Control by a Foreign Government

252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country

252.209-7009 Organizational conflict of Interest – Major Defense Acquisition Program

252.209-7010 Critical Safety Items

252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under any Federal Law

252.211-7000 Acquisition Streamlining

252.211-7003 Item Unique Identification and Valuation

(Applies if this Contract provides for delivery of items requiring unique item identification.)

252.211-7005 Substitutions for Military or Federal Specifications and Standards

252.211-7006 Passive Radio Frequency Identification (When directed by the Buyer within the Order or any document required therein, supplier shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels for this Order)

252.211-7007 Reporting of Government-Furnished Property

(Applies if FAR 52.245-1 applies to this Contract.)

252.211-7008 Use of Government Assigned Serial Numbers

252.215-7000 Pricing Adjustments

252.215-7002 Cost of Estimating System Requirements

252.215-7003 Excessive Pass-Through Charges – Identification of Subcontract Effort (Applicable to solicitations for Contracts issued under Department of Defense (DoD) solicitations issued after April 25, 2007 and before May 13, 2008 and that do not specifically incorporate the FAR limitations on Pass-Through Charges provision, except solicitations for firm-fixed-price (FFP) Contracts to be awarded on the basis of adequate price competition and fixed-price (FP) Contracts with economic price adjustment to be awarded on the basis of adequate price competition.)

252.215-7004 Excessive Pass-Through Charges (Applicable to Purchase Orders issued under DoD contracts awarded after April 25, 2007 and before May 13, 2008 and that do not specifically incorporate the FAR limitations on Pass- Through Charges clause, except FFP Purchase Orders awarded on the basis of adequate price competition and FP Purchase Orders with economic price adjustment awarded on the basis of adequate price competition. Alternate I applies if it is in the Prime Contract. If Alternate I applies, then applicable to Purchase Orders under DoD contracts awarded after May 12, 2008 and before October 14, 2009 and that do not specifically incorporate the FAR limitations on Pass-Through Charges clause, except for FFP Purchase Orders awarded on the basis of adequate price competition and FP Purchase Orders with economic price adjustment awarded on the basis of adequate price competition. Notes 1 and 2 apply.)

252.215-7008 Only One Offer (The clause applies to Orders exceeding the simplified acquisition threshold defined in FAR Part 2.101)

252.215-7009 Proposal Adequacy Checklist (This clause applies to Orders awarded

on the basis of certified cost or pricing data.)

252.215-7010 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data

252.215-7014 Exception from Certified Cost or Pricing Data Requirements for Foreign Military Sales Indirect Offsets

252.216-7003 Economic Price Adjustment Wage Rates or Material Pricing Controlled by a Federal Government

252.216-7004 Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel

252.216-7009 Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding (This clause applies only to CR or TM/LH type Orders.)

252.217-7012 Liability and Insurance

252.217-7026 Identification Of Sources Of Supply

252.217-7028 Over and Above Work

252.219-7003 Small Business Subcontraction Plan (DoD Contracts)

252.219-7004 Small Business Subcontractin Plan (Test Program)

252.222-7000 Restrictions on Employment of Personnel

(Applies if this Contract provides for services in a noncontiguous state.)

252.222-7002 Compliance with Local Labor Laws (Overseas)

(Applies if this Contract includes services to be performed outside the United States and its outlying areas.)

252.222-7004 Compliance with Spanish Social Security Laws and Regulations

(Applies if this Contract includes services to be performed in Spain.)

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements

252.222-7007 Representation regarding Combating Trafficking in Persons

252.223-7001 Hazard Warning Labels

(Applies if delivery of hazardous materials is required under this Contract.)

252.223-7002 Safety Precautions for Ammunition and Explosives

(Applies if articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants.)

252.223-7003 Change in Place of Performance—Ammunition and Explosives

(Applies if articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants.)

252.223-7004 Drug Free Workforce

252.223-7006 Prohibition on Storage Treatment and Disposal of Toxic or Hazardous Materials

(Basic clause applies if Offeror/Seller's access to a DoD installation is required, may be required, or permits such access (at any subcontract tier) unless a determination is made under FAR 223.7104(a)(10), then Alternate I applies for an issued determination under the 223.7104(a)(10) exception.)

252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (Sep 1999) (Applies if this Contract is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or if arms, ammunition, and explosives will be provided to Seller as Government Furnished Property.)

252.223-7008 Prohibition of Hexavalent Chromium

(Applies unless this Contract is exempt under DFARS 223.7304 or use has been authorized in accordance with DFARS 223.7305.)

252.223-7999 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009) As

prescribed in Class Deviation 2021-O0009, Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Applies for contracts subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.)

252.225-7000 Buy American—Balance of Payments Program Certificate—Basic (Use the basic or the alternate of the provision at 252.225-7000, Buy American—Balance of Payments Program Certificate, instead of the provision at FAR 52.225-2, Buy American Certificate, in any solicitation, including solicitations using FAR part 12 procedures for the acquisition of commercial items, that includes the basic or the alternate of the clause at 252.225-7001)

252.225-7001 Buy American and Balance of Payments Program

(Applies if work contains other than domestic components; "Government" is not changed in this clause. Does not apply if DFARS 252.225-7021 and/or 252.225-7036 apply to all line items under this Contract.)

252.225-7002 Qualifying Country Sources as Subcontractors

(Applies if DFARS 252.225-7001, 252.225-7021, or 252.225-7035 apply to this Contract.)

252.225-7003 Report of Intended Performance Outside the United States and Canada – Submission with Offer

252.225-7004 Report of 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 Companies

(Applies if this Contract provides for delivery of items covered by the United States Munitions List.)

252.225-7008 Restriction on Acquisition of Specialty Metals

(Applies if this Contract provides for delivery of specialty metals.)

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (Oct. 2014) (Applies if this Contract provides for delivery of specialty metals or items containing specialty metals.)

252.225-7010 Duty Free Entry - Additional Provisions

252.225-7012 Preference for Certain Domestic Commodities

252.225-7013 Duty-Free Entry

(Applies if the Contract provides for delivery of qualifying country components or non-qualifying country components when total duty paid will exceed \$200; Seller shall include information required by Para. (j).)

252.225-7014 Preference for Domestic Specialty Metals

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools

(Applies if this Contract includes delivery of hand or measuring tools.)

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings

(Applies if work supplied under this Contract contains ball or roller bearings.)

252.225-7017 Photovoltaic Devices

(Applies if photovoltaic devices will be delivered under this Contract.)

252.225-7018 Photovoltaic Devices - Certificate

252.225-7019 Restriction on Acquisition of Foreign Anchor and Mooring Chain

252.225-7020 Trade Agreements Certificate

252.225-7021 Trade Agreements

(Applies if the World Trade Organization Government Procurement Agreement applies to this Contract. If applicable, this clause applies instead of FAR 52.225-5; this clause does not apply when DFARS 252.225-7026 applies; if eligible and non-eligible items are to be provided, this Contract shall indicate which items are covered by this clause.)

252.225-7022 Restriction on Acquisition of Polyacrylonitrile (PAN) Carbon Fiber (Jun 1997)

252.225-7024 Restriction on Acquisition of Night Vision Image Intensifier Tubes and Devices (Dec 1991)

(Applies if products contain Night Vision Image Intensifier Tubes and Devices.)

252.225-7025 Restriction on Acquisition of Forgings

(Applies if this Contract provides for any items listed at DFARS 225.7102-1 unless an exception at DFARS 225.7102-2 applies.)

252.225-7026 Acquisition Restricted to Products or Services from Afghanistan

(Applies if products or services to be acquired under the Contract are restricted to acquisitions from Afghanistan or shall be directed to a particular source or sources from Afghanistan.)

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales

(Applies if this Contract will be performed in furtherance of a Foreign Military Sale transaction.)

252.225-7028 Exclusionary Policies and Practices of Foreign Governments

(Applies if this Contract is for supplies and services for international military education training and/or Foreign Military Sales.)

252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate

(Applies to solicitations and contracts that require contractors operating in a facility owned by the Government or under DoD control to purchase carbon, alloy, or armor steel plate or which items will be delivered to be used at such facility.)

252.225-7031 Secondary Arab Boycott of Israel

252.225-7032 Waiver of United Kingdom Levies – Evaluation Of Offers

252.225-7033 Waiver of United Kingdom Levies

252.225-7035 Buy American Act – Free Trade Agreement – Balance of Payments Certificate

252.225-7036 Buy American Act—Free Trade Agreements—Balance of Payments Program

(Applies if this Contract is for end items listed at DFARS 225.401-70; if eligible and non-eligible items are to be provided, this Contract shall indicate which items are covered by this clause. Alts. I-V apply as provided for in DFARS 225.1101(10). If applicable, this clause applies instead of FAR 52.225-3.)

252.225-7037 Evaluation of Offers for Air Circuit Breakers

252.225-7038 Restriction on Acquisition of Air Circuit Breakers

252.225-7039 Defense Contractors Performing Private Security Functions Outside the United States

(Applies to solicitations and contracts, including those for commercial items, where private security functions, as defined by the 252.225-7039, will be performed outside the United States in areas set forth within this clause.)

252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States

(Applies to solicitations and contracts, including for commercial items, if this Contract requires Seller's personnel are supporting U.S. Armed Forces deployed outside the United States in contingency operations, humanitarian or peacekeeping operations, or other military operations, or exercises when designated by the Combatant Commander, or as directed by the Secretary of Defense.)

252.225-7041 Correspondence in English (Applies to solicitations and contracts when contract performance will be wholly or in part in a foreign country.)

252.225-7042 Authorization to Perform (Apr 2003) (Applies to solicitations and contracts when contract performance will be wholly or in part in a foreign unless FAR 52.204-7 is included)

252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States

(Applies to solicitations and contracts, including for commercial items if Seller will be performing or traveling outside the U.S. under this Contract, except for contracts with foreign governments, representatives of foreign governments, or foreign corporations wholly owned by foreign governments. For Para. (d), see applicable information cited in PGI 225.375-1.)

252.225-7046 Exports by Approved Community Member in response to the solicitation (Applicable if the subcontractor intends to use the DTC Treaties in responding to this solicitation)

252.225-7047 Exports by Approved Community Members in Performance of Contract (Applies if the Contract may require exports or transfers of qualifying defense articles in connection with deliveries under the Contract.)

252.225-7048 Export-Controlled Items

(Applies to all solicitations and contracts.)

252.225-7050 Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism

252.225-7051 Prohibition on Acquisition of Certain Foreign Commercial Satellite Services

252.225-7052 Restriction on the Acquisition of Certain Magnets and Tungsten

252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region (certification)

252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region

252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEV 2020-00015)

252.225-7980 Contractor Personnel Performing in the United States Africa Command Area of Responsibility

252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2017-00004) (Applies to all solicitations and contracts that require Seller personnel to perform in the United States Central Command area of responsibility.)

252.225-7997 Contractor Demobilization (DEVIATION 2013-00017) (Applies to all solicitations and contracts with performance in Afghanistan, except for solicitations and contracts for commodities.)

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
(Applies if technical data from Seller will be delivered to the Government by Buyer or a higher-tier contractor; does not apply in circumstances at DFARS 227.7103-6(a). When this clause applies, delete from Para. (b)(1)(vi) "to the Contractor" and from (b)(1)(ix) "contract or" and "thereunder"; add "Buyer or" before "Government" in Paras. (c) and (i); change the second and third occurrences of "Contracting Officer" to "Government" in Para. (e)(4); add "and the Government" after "parties" in Para. (h)(1); change in Para. (h)(2) "sixty (60)" to "thirty (30)" days; no substitutions for "Government" are made.)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Software Documentation
(Applies if software and software documentation from the subcontractor will be delivered to the Government by Buyer or a higher-tier contractor; delete from Para. (b)(1)(iii) "to the Contractor" and from Para. (b)(1)(vi) "contract or" and "thereunder"; add "Buyer or" before "Government" in Para. (i); change the second and third occurrences of "Contracting Officer" to "Government" in Para. (e)(4); add "and the Government" after "parties" in Para. (h)(1); change in Para. (h)(2) "sixty (60)" to "thirty (30)" days; no substitutions for "Government" are made.)

252.227-7015 Technical Data-Commercial Items (Feb. 2014)
(Applies if any technical data related to commercial items, components, or processes (herein "items") developed in any part at private expense will be obtained from Seller to the Government under this Contract by Buyer or a higher-tier contractor; applies instead of DFARS 252.227-7013 if no part of the items to be delivered have been developed at Government expense. Applies in addition to 252.227-7013 if the Government paid for any portion of development. No substitutions for "Contracting Officer" or "Government" are made.)

252.227-7016 Rights in Bid or Proposal Information (Jan 2011)
(Applies if DFARS 252.227-7013, -7014, or -7018 applies to this Contract; no substitutions for "Government" or "Contracting Officer" are made.)

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (Jun 1995)
(Applies if this order includes delivery of technical data or software.)

252.227-7018 Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program (Feb 2014); Alternate I (Jun 1995)
(Applies to this Contract, to be flowed to subcontractors at any tier, along with DFARS Subpart 227.7104, if technical data and/or computer software will be generated under the SBIR Program; Alternate I applies as prescribed in 227.7104 (d); for purposes of the foregoing, "Government" and "Contracting Officer" retain their meanings and "Contractor" shall mean "Seller", except communication with the Government shall be through "Buyer".)

252.227-7019 Validation of Asserted Restrictions—Computer Software (Sep 2016)
(Applies if DFARS 252.227-7014 or -7018 applies to this Contract and Seller is providing computer software to be furnished to the Government in the performance of this Contract; substitute "Buyer's Purchasing Representative" for "Contracting Officer" in Para. (b), otherwise no substitutions are made for "Contracting Officer" or "Government"; in Paras. (f)(5) and (f)(6), substitute "the Government prime contract under which this Contract is made" for "this contract.")

252.227-7020 Rights in Special Works (Jun 1995)
(Applies for Contracts exclusively acquiring existing works; then replaces DFARS 252.227- 7013.)

252.227-7021 Rights in Data—Existing Works
(Applies to solicitations and contracts in lieu of 252.227-7013 when existing works will be acquired without modification and the Government requires the right to reproduce, prepare derivative works, or publicly perform or display the existing works or the Government has a specific need to obtain indemnity for liabilities that may arise out of the content, performance, use, or disclosure of such data.)

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (May 2013)
(Applies if Buyer will provide Seller, for performance of this Contract, computer software or computer software documentation marked with another contractor's restrictive legend(s); no substitution is made for "Government.")

252.227-7026 Deferred Delivery of Technical Data or Computer Software
(Applies when present in a DoD prime contract.)

252.227-7027 Deferred Ordering of Technical Data or Computer Software
(Applies to contracts when deferred delivery is in the best interest of the Government as set forth within a DoD prime contract.)

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government
(Applies to solicitations and contracts for subcontractor to identify with its offer documents or other media incorporating technical data and/or computer software with other than unlimited rights that are identical or substantially similar that were produced for, delivered to, or is obligated to deliver to the Government under contract or subcontract.)

252.227-7030 Technical Data—Withholding of Payment

(Applies if DFARS 252.227-7013 or -7018 applies to this Contract; substitute "Buyer" for "Contracting Officer" in Para. (a); in Para. (b), add "or Buyer" after "Government.")

252.227-7032 Rights in Technical Data and Computer Software (Foreign)

(Applies if this Contract satisfies the criteria in DFARS 227.7103-17; if applicable, applies in lieu of DFARS 252.227-7013 for foreign contracts to be performed overseas. Canadian purchases will be governed by the contract's applicable clause; see 227.7103-17 (a) and (c).)

252.227-7033 Rights in Shop Drawings

252.227-7036 Validation of Restrictive Markings on Technical Data

(Applies if this order includes delivery of technical data.)

252.227-7037 Validation of Restrictive Markings on Technical Data

(Applies if DFARS 252.227-7013, -7014, -7015, or -7018 applies to this Contract; in Para. (b), "Contractor's" remains in the clause with a lower case "c"; insert in Paras. (c) and (d)(1) "hereunder" after "subcontract"; change in Paras. (f) and (g)(2)(i) "this contract" to "the prime contract"; change in Para. (i) "a contract" to "the prime contract"; no substitutions for "Government" or "Contracting Officer" are made.)

252.227-7038 Patent Rights—Ownership by the Contractor (Large Business)

(Applies if this Contract is for experimental, developmental, or research work, unless the work is to be performed by a small business concern or nonprofit organization or unless a different patent rights clause is required by FAR 27.303; "Government" and "Contracting Officer" do not change.)

252.227-7039 Patents—Reporting of Subject Inventions

(Applies if FAR 52.227-11 applies under this Contract.)

252.227-7104 Contracts Under Small Business Innovation Research (SBIR) Program

252.228-7000 Reimbursement for War-Hazard Losses

(Applies if FAR 52.228-4 applies to this Contract.)

252.228-7001 Ground and Flight Risk (Applicable if included in Buyer's higher-tier contract)

252.228-7003 Capture and Detention (Dec 1991) (Applies if Seller employees under this Contract are subject to capture and detention and may not be covered by the War Hazards Compensation Act (42 U.S.C. 1701 et seq.)

252.228-7005 Accident Reporting and Investigations Involving Aircraft, Missiles, and Space Launch Vehicles

(Applies if this Contract provides for manufacture, modification, overhaul, and repair of these items.)

252.229-7000 Invoices Exclusive of Taxes or Duties

(Applies if Seller is a foreign concern.)

252.229-7001 Tax Relief

(Applies if Seller is a foreign concern in a foreign country. Alt. I applies if Seller will perform the Contract in Germany.)

252.229-7002 Customs Exceptions (Germany)

(Applies if the Contract requires importing U.S. manufactured products into Germany.)

252.229-7003 Tax Exemptions (Italy)

(Applies if Seller will perform the Contract in Italy.)

252.229-7004 Status of Contractor as a Direct Contractor (Spain)

252.229-7005 Tax Exemptions (Spain)

(Applies if Seller will perform the Contract in Spain.)

252.229-7006 Value Added Tax Exclusion (United Kingdom)

(Applies if Seller will perform the Contract in the United Kingdom.)

252.229-7007 Verification of United States Receipt of Goods

(Applies if the Contract is awarded in the United Kingdom.)

252.229-7008 Relief from Import Duty (United Kingdom)

(Applies if the Contract is awarded in the United Kingdom.)

252.229-7010 Relief from Customs Duty and Value Added Tax on Fuel (United Kingdom) (Applies if the Contract is awarded in the United Kingdom and is for fuels (gasoline or diesel) and lubricants used in taxis or vehicles other than passenger vehicles.)

252.229-7011 Report of Foreign Taxes – U.S. Assistance Programs

252.229-7014 Taxes – Foreign Contracts in Afghanistan

(Applies to solicitations and contracts, including for commercial items, with performance in Afghanistan unless DFARS 252.229-7015 applies.)

252.229-7015 Taxes – Foreign Contracts in Afghanistan (North Atlantic Treaty Organization Status of Forces Agreement)

(Applies to solicitations and contracts, including for commercial items, with performance in Afghanistan in lieu of DFARS 252.229-7014 if awarded on behalf of the North Atlantic Treaty Organization (NATO), which are governed by the NATO Status of Forces Agreement (SOFA), if the Government approves pursuant to DFARS 252.229-7015 prior to each use.)

252.229-7016 Notice of Progress Payments or Performance-Based Payments

252.231-7000 Supplemental Cost Principles

(Applies if this Contract is subject to cost principles.)

252.232-7002 Progress Payments for Foreign Military Sale Acquisitions

(Applies if this Contract contains FMS requirements and provides for progress payments.)

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports

252.232-7004 DoD Progress Payments
252.232-7006 Wide Area Workflow Payment Instructions
252.232-7007 Limitation of Government's Obligation
 (Applies if this Contract is incrementally funded and fixed price.)
252.232-7008 Assignment of Claims (Overseas)
 (Applies if Seller will perform this Contract in a foreign country.)
252.232-7010 Levies on Contract Payments
252.232-7017 Accelerating Payments to Small Business Subcontractors-Prohibition on Fees and Consideration (applies to the Order if it includes FAR 52.232-40)
252.234-7002 Earned Value Management System
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
252.235-7002 Animal Welfare
 (Applies if this Contract involves research, development, test, and evaluation or training that use live vertebrate animals.)
252.235-7003 Frequency Authorization
 (Applies if this Contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required as follows: (i) The Basic clause applies if the use of DD Form 1494 is not authorized (Ref. DFARS Subpart 235.072 (b) (1)) and the term, "Contractor, in paragraphs (a), (b) and (d) shall read "Seller" and "Contracting Officer" in paragraph (b) shall read, "Buyer" ; (ii) Alternate I applies if the use of DD Form 1494 is authorized (Ref. 235.072 (b)(2)) and the term, "Contractor" in paragraphs (a), (b), (c), and (d) shall read "Seller" and "Contracting Officer" in paragraph (b) shall read "Buyer".)
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
 (Applies to this Contract if Seller's personnel may be required to interact with detainees in the course of their duties.)
252.237-7019 Training for Contract Personnel Interacting with Detainees
252.237-7023 Continuation of Essential Contractor Services
 (Applies if this Contract is for essential contractor services as defined in Para. (a)(1).)
252.239-7000 Protection Against Compromising Emanations
252.239-7001 Information Assurance Contractor Training and Certification
252.239-7009 Representation of Use of Cloud Computing (Applies to solicitations (including for commercial items) if for information technology services. Offeror is to advise Buyer if Offeror does or does not anticipate the use of cloud computing services in the performance of any contract or subcontract resulting from the solicitation.)
252.239-7010 Cloud Computing Services
 (Applies to solicitations and contracts, including for commercial items, if for information technology services or involve or may involve cloud services.)
252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services
 (Applies if Seller's performance of the Contract requires secure telecommunications.)
252.239-7017 Notice of Supply Chain Risk
252.239-7018 Supply Chain Risk
 (Applies to solicitations and contracts that involve the development or delivery of any information technology whether acquired as a service or as a supply; "Government" retains its meaning in paragraph (d) and the words, "and Buyer", shall be inserted in all other "Government" references, except in paragraph (b) which shall be "Buyer" in lieu of Government and Buyer". "Contractor" shall mean, "Seller".)
252.242-7004 Material Management and Accounting System
252.242-7005 Contractor Business Systems
252.242-7006 Accounting System Administration
252.243-7001 Pricing of Contract Modifications
 (Applies if this Contract is fixed-price type.)
252.243-7002 Requests for Equitable Adjustment
252.244-7000 Subcontracts for Commercial Items and Commercial Components (DOD Contracts)
 (Applies to solicitations and contracts, including commercial items.)
252.244-7001 Contractor Purchasing System Administration - Basic and Alternate I
 (Applies to this Contract if contains FAR 52.244-2; Alt. I applies if contains DFARS 252.246- 7007, but not FAR 52.244-2.)
252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property
 (Applies if FAR 52.245-1 applies to this Contract.)
252.245-7002 Reporting Loss of Government Property
 (Applies if FAR 52.245-1 applies to this Contract.)
252.245-7003 Contractor Property Management System Administration
 (Applies if FAR 52.245-1 applies to this Contract.)
252.245-7004 Reporting, Reutilization, and Disposal
 (Applies if FAR 52.245-1 applies to this Contract.)
252.246-7000 Material Inspection and Receiving Report
 (Applies if there will be separate and distinct deliverables under this Contract.)
252.246-7001 Warranty of Data
 (Applies if DFARS 252.227-7013 applies to this Contract; basic clause applies if Contract is not firm-fixed price or fixed-price incentive; Alt.

I applies if fixed-price incentive and Alt. II if firm-fixed price.)

252.246-7003 Notification of Potential Safety Issues

(Applies if this Contract is for parts identified as critical safety items; systems and subsystems, assemblies, and subassemblies integral to a system; or repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. "Government" does not change.)

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Applies to subcontracts at any tier for acquisition of electronic parts, end items, components, parts, or assemblies containing electronic parts, services supplying the foregoing as part of the service, including commercial items, excluding introductory text, but including paragraphs (a) through (e)).

252.246-7008 Sources of Electronic Parts

Applies to solicitations and contracts, including commercial, for (i) electronic parts; (iii) end items, components, parts, or assemblies containing electronic parts; (iii) services where the contractor will supply electronic parts or components, parts, or assemblies containing electronic parts as part of the service. Does not apply to solicitations and contracts that are set aside for small business.

252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to Cost Bearer

252.247-7022 Representation of Extent of Transportation by Sea

252.247-7023 Transportation of Supplies by Sea – Basic and Alternate I and II

(Change "prime contractor" in Para. (a)(5) to "Seller" and "the prime contract" to "this Contract"; modify Para. (c) to read "Seller and its subcontractors may request that Buyer obtain Government authorization for shipment . . ."; change in Para. (d) "Contracting Officer" to "Buyer" in the second sentence; change "45" to "60" days in Para. (d) and "30" to "25" in Para. (e); delete in Para. (e) "and the Maritime Administration Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street, N.W., Washington, DC 20590"; Paras. (f) and (g) only apply if this Contract exceeds the simplified acquisition threshold; delete in Para. (g) "for the purposes of the Prompt Payment clause of this contract." The Basic and Alternate I and II apply as prescribed in DFARS Subpart 247.574(b).)

252.247-7024 Notification of Transportation of Supplies by Sea

(Applies to this Contract if Seller's original response to the solicitation stated that no transportation by sea was contemplated; modify paragraph (a) to read "If, after the award of this order, Seller learns that supplies. . .")

252.249-7000 Special Termination Costs

(Applies to the contract if the criteria set forth within 252.249-7000 are met.)

252.249-7002 Notification of Anticipated Contract Termination or reduction (applies to Orders that in support of a major defense program)

Section II:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts and POs over \$10,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$10,000:

<u>FAR</u>	<u>FAR Clause Title</u>
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52.222-27	Affirmative Action Compliance Requirements for Construction
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(Applies to solicitations and contracts at any tier for construction that included FAR 52.222-26, Equal Opportunity.)

52.222-40	Notification of Employee Rights under the National Labor Relations Act (Dec. 2010) (Applies to all solicitations and contracts, in excess of \$10,000 unless exempted, including acquisition for commercial items and commercially available off-the-shelf items, for work performed wholly or partially within the United States.)
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52.222-99	Combating Race and Sex Stereotyping
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252.222-7999	Combating Race and Sex Stereotyping
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Section III:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts and POs over \$15,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$15,000:

<u>FAR</u>	<u>FAR Clause Title</u>
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52.222-20	Walsh Healy Public Contracts Act
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(Applies if this Contract is subject to the Act.)

52.222-36	Equal Opportunity for Workers with Disabilities
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(Does not apply if performance of the work and recruitment of the workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island. Para. (b)(2) is revised to delete "provided by or through the Contracting Officer" and insert "provided upon request by the Contracting Officer through Buyer"; Alt. I applies if Buyer waives any terms of this clause.)

Section IV:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts and POs over

\$30,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$30,000:

<u>FAR</u>	<u>FAR Clause Title</u>
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52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Applies if this Contract is a first-tier subcontract with a value of \$30,000 or more awarded under Buyer's Government prime contract.)
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Section V:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts and POs over \$35,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$35,000:

<u>FAR</u>	<u>FAR Clause Title</u>
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52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
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(a) By either submitting its proposal/quotation or accepting this order, Seller shall be deemed to have certified that, to the best of its knowledge and belief, that: (i) Seller and/or any of its Principals (as defined in FAR 52.209-5): (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts 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 antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and (C) Are not presently indicted for otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision. (ii) That it has not within a three- year period preceding this offer had any contract terminated for default by any Federal agency. (b) Seller shall provide immediate written notice to GDLS's Buyer if, any time prior to award of any order it 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 in making an award to Seller.

<u>DFARS</u>	<u>DFARS Clause Title</u>
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252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
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(Applies to solicitations and contracts.)

Section VI:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts and POs of \$70,000 or more referencing this document and all Buyer solicitations referencing this document and that are expected to be \$70,000 or more:

<u>FAR</u>	<u>FAR Clause Title</u>
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52.248-3	Value Engineering – Construction
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(Applies to solicitations and contracts for construction if \$70,000 or more and is not an incentive-type." Government" and "Contracting Officer" retain their meanings within this clause.)

Section VII:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts and POs of \$100,000 or more referencing this document and all Buyer solicitations referencing this document and that are expected to be \$100,000 or more:

<u>FAR</u>	<u>FAR Clause Title</u>
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52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort
52.222-35	Equal Opportunity for Veterans
52.222-37	Employment Reports on Veterans
52.223-14	Toxic Chemical Release Reporting

<u>DFARS</u>	<u>DFARS Clause Title</u>
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate- Range Nuclear Forces (INF) Treaty
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism
252.225-7993	Prohibition on Providing Funds to the Enemy
252.225-7975	Additional Access to Contractor and Subcontractor Records
252.243-7002	Requests for Equitable Adjustment
252.249-7002	Notification of Anticipated Contract Termination or Reduction

Section VIII:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts and POs over \$150,000 (unless otherwise denoted) referencing this -document and all Buyer solicitations referencing this -document and that are expected to exceed \$150,000 (unless otherwise denoted):

FAR **FAR Clause Title**

52.203-6 **Restriction on Subcontractor Sales to the Government** (Applies to all solicitations and contracts exceed the simplified acquisition threshold.)

52.203-7 **Anti-Kickback Procedures**

(Exclude paragraph (c)(1); in paragraph (c)(4) delete "[T]he contracting officer may" and replace with "[T]o the extent the Contracting Officer has made an offset in Buyer's Government Contract or directed Buyer to withhold an amount, Buyer may ..."); FAR 52.203-7 does not apply for contracts for commercial items (FAR 3.502.3).

52.203-11 **Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**

52.203-12 **Limitation on Payments to Influence Certain Federal Transactions**

a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b.) of this certification. (b) As per 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Transactions (Sept 2007); by either submitting its proposal/quotation or accepting this order, Seller shall be deemed to certify to the best of its knowledge and belief that on and after December 23, 1989. (1) 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 his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 his or her behalf in connection with this solicitation, Seller shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, in accordance with its instructions, and (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly. A copy of each Seller's disclosure form OMB standard form LLL (but not certifications) shall be forwarded from tier to tier until received by Buyer (c) Submission of this certification and disclosure is a prerequisite for making or entering into this PO imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form 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. (d) Should Seller's circumstances change during the life of any resulting contract with respect to certification provided, Seller will notify Buyer immediately in writing.

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

52.203-16 **Preventing Personal Conflicts of Interest**

(Applies to solicitations and contracts when employees will perform acquisition functions closely associated with governmental functions (i.e., instead of performance only by a self-employed individual).

52.209-5 **Certification Regarding Responsibility Matters**

52.211-5 **Restriction on Subcontractor Sales to the Government**

52.215-2 **Audit and Records—Negotiation**

(Applies to solicitations and contracts exceeding the simplified acquisition threshold.)

52.215-14 **Integrity of Unit Prices (Oct 2010), Alternate**

(Exclude Para. (b) but include Para. (b) in Alternate I.)

(Applies to this Contract if not for construction, architect-engineer, or utility services, commercial items, petroleum products, or service contract with no required supplies.)

52.215-22 **Limitations on Pass-Through Charges—Identification of Subcontract Effort**

(Applies to solicitations when 52.215.23 is included.)

52.215-23 **Limitations on Pass-Through Charges**

(Applies if a DoD contract to all cost-reimbursement and fixed-price subcontracts at all tiers that exceed the cost or pricing data threshold of FAR 15.403-4, except those specifically excluded in FAR 15-408. See applicability in Section VIII if not a DoD contract. **Alt. I** applies if determined Seller adds value to the contracting effort and there are no excessive pass-through charges.)

52.219-8 Utilization of Small Business Concerns

(Applies to this Contract unless personal services are contemplated per FAR 37.104 or performance will be outside the United States and its outlying areas.)

52.222-17 Non-displacement of Qualified Workers

(Applies to solicitations and contracts for services (as defined by FAR 22.001) that succeed contracts for performance of same or similar at the same location which are not exempt under FAR 22.1203-2 or waived per 22.1203-3. Seller to provide Buyer with information as set forth within the clause for Buyer to meet its contractual obligations timely.)

52.222-35 Equal Opportunity for Veterans

(Applies to solicitations and contracts of \$150,000 or more; does not apply if work is performed outside the United States by employees recruited outside the U.S.; or if all of the terms are waived under 22.1305 with Alt. applying if one or more (but not all) terms are waived; or if this Contract is exempted by rules, regulations or orders of the Secretary of Labor.)

52.222-37 Employment Reports on Veterans

(Applies to solicitations and contracts of \$150,000 or more; however, does not apply if this Contract is exempted by rules, regulations, or orders of the Secretary of Labor.

Seller shall provide Buyer information in sufficient time to permit Buyer to file the required report to the government.)

52.222-38 Compliance with Veterans' Employment Reporting Requirements

(Applies to solicitations and contracts if not for acquisition of commercial items.)

52.223-9 Estimate of Percentage of Recovered Material Content for EPA Designated Items

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement

(Applies if FAR 52.227-1 applies to this Contract; does not apply if both complete performance and delivery are outside the United States.)

52.227-3 Patent Indemnity (Note 2; See Section XVII.)

(Does not apply to commercial-item contracts or where the complete delivery and performance are outside the United States; Alts. I-III apply as prescribed in FAR 27.201-2(c)(2)-(3), with respect to alleged patent infringement.)

52.229-3 Federal, State, and Local Taxes

(Applies to solicitations and contracts (fixed price) expected to exceed the Simplified Acquisition Threshold and is to be performed wholly or partially within the United States or its outlying areas.)

52.229-4 Federal, State, and Local Taxes (State and Local Adjustment)

(Applies in lieu of FAR 52.229-3 in a firm-fixed non-competitive contract that is expected to exceed the Simplified Acquisition Threshold and is to be wholly or partly performed in the United States or its outlying areas if the price would otherwise include an inappropriate contingency for potential post-award change(s) in State or local taxes

52.232-17 Interest

(Applies to solicitations and contracts unless an exempted by Buyer or the clause.)

52.237-10 Identification of Uncompensated Overtime

(Applies if the Contract includes professional or technical services acquired on the basis of the number of hours to be provided.)

52.242-13 Bankruptcy

(Applies to solicitations and contracts exceeding the simplified acquisition threshold.)

52.246-16 Responsibility for Supplies

(Applies only to fixed-price contracts. In Para. (d), "Government" includes both Government and Buyer.)

52.248-1 Value Engineering

("Government" and "Contracting Officer" do not change in this clause, though Seller must submit all proposals under this clause to Buyer.)

DFARS

DFARS Clause Title

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

(Applies if this is a first-tier subcontract under a DoD prime contract, unless commercial items or components are provided. "Government" is not changed in this clause.)

252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country

252.211-7000 Acquisition Streamlining

252.219-7003 Small Business Subcontracting Plan (DoD Contracts)

(Applies if FAR 52.219-9 applies to this Contract. Deviation 2013-O0014 applies to this Contract if contains FAR 52.219-9.)

252.222-7007 Representation Regarding Combating Trafficking in Persons

(Applies to solicitations and contracts (unless 252.204-7007 applies) that exceed the Simplified Acquisition threshold at any tier as offeror's representation offeror will comply with 252.222-7007.)

252.223-7004 Drug-Free Work Force

(Applies if this Contract involves access to classified information or the Government determines that the clause is necessary for reasons of national security or for the purpose of protecting the health or safety of those using or affected by the product of, or performance of, the contract. Does not apply if the Contract is below Simplified Acquisition Threshold, if for commercial items, or if

performance is outside the United States and its outlying areas-unless it is determined that inclusion is in the best interest of the Government.)

252.225-7005 Identification of Expenditures in the United States

(Applies to solicitations and contracts exceeding the Simplified Acquisition Threshold for supplies for use outside the United States or construction or services are to be performed outside the United States.)

252.243-7002 Requests for Equitable Adjustment

Section IX:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts and POs over \$500,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$500,000:

FAR

FAR Clause Title

52.222-50 Combating Trafficking in Persons (Jan 2019)

52.222-56 Certification Regarding Trafficking in Persons Compliance Plan

(Applies to solicitations and contracts for supplies being acquired outside the United States (other than a contract exclusively for commercially available off-the shelf items) or services where at least \$500,000 of the contract value may be performed outside the United States.)

52.222-59 Compliance with Labor Laws

(Does apply to commercially available off-the-shelf items)

52.222-60 Paycheck Transparency (Executive Order 13673)

(Applies to solicitations at all tiers, except for commercially available off-the-shelf items.)

252.225-7006 Passive Radio Frequency Identification

252.225-7026 Reporting of Contract Performance Outside the United States

(Applies if value of this order is \$500,000 or more and Buyer advises Seller that this is a first tier subcontract.)

DFARS

DFARS Clause Title

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Hawaiian Small Business Concerns

(Applies to solicitations and contracts for supplies or services, including for commercial items.)

Section X:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts and POs over \$650,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$650,000:

FAR

FAR Clause Title

52.219-16 Liquidated Damages—Subcontracting Plan

(Applies if FAR 52.219-9 applies to this Contract.)

DFARS

DFARS Clause Title

252.219-7004 Small Business Subcontracting Plan (Test Program)

(Applies to contracts that offer subcontracting possibilities as prescribed in DFARS Subpart 219.708 (b)(1)(B) in lieu of 252.219-7003 and includes other denoted FARs/DFARS; the threshold amount for a Contract for construction to a public facility is \$1.5 million in lieu of \$650,000; see Section XII.)

252.249-7002 Notification of Anticipated Contract Termination or Reduction

(Delete Para. (d)(1) and the first five words of Para. (d)(2).)

Section XI:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to Contracts and POs over \$700,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$700,000:

FAR

FAR Clause Title

52.219-8 Utilization of Small Business Concerns

52.219-9 Small Business Subcontracting Plan

(Applies if FAR 52.219-8 applies to this Contract and this Contract offers further subcontracting opportunities. Seller (if not a small business concern) shall submit for Buyer's approval a Small, Business Subcontracting Plan as described in FAR 52.219-9 and provide reports described in said clause to Buyer's representative and to U. S. Government as required per FAR 52.219.9. Deviation 2013O0014 (Aug 2013) applies in lieu of 52.219-9(1)(2)(i)(C) and (D). Modifications to the basic clause apply per an applicable Alternate as set forth within the clause and their listed prescriptions. Alternate III applies when the contract action will not be reported in the Federal Procurement Data System pursuant to 4.606(c)(5) or (c)(6), i.e., not to be reported per other authority, compromise national security, classified information.)

52.214-27 Price Reduction for Defective Cost of Pricing Data—Modification—Sealed Bidding (Note 1; See Section

XVII.)

(Applies if this Contract is awarded on sealed bids and exceeds the threshold for submitting cost and pricing data in FAR 15.403-4(a)(1).)

52.214-28 Subcontractor Cost or Pricing Data—Modifications—Sealed Bidding

(Applies if this Contract is awarded on sealed bids and exceeds the threshold for submitting cost and pricing data in FAR 15.403-4(a)(1).)

52.215-10 Price Reduction for Defective Cost or Pricing Data (Aug 2011) (Note 1; See Section XVII.)

(Applies unless this Contract is exempted by FAR 15.403-1(b); Seller shall provide Buyer or, upon Buyer's request, the Government with cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in FAR

15.406-2.)

52.215-11 Price Reduction for Defective Cost or Pricing Data—Modifications (Note 1; See Section XVII.)

(Applies unless this Contract is exempted by FAR 15.403-1(b); Seller shall provide Buyer or, upon Buyer's request, the Government with cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in FAR

15.406-2.)

52.215-15 Pension Adjustments and Asset Reversions

(Applies if the Contract satisfies the criteria in FAR 15.408(g).)

52.215-16 Facilities Capital Cost of Money

(Applies if the Contract satisfies the criteria in FAR 15.408(h).)

52.215-17 Waiver of Facilities Capital Cost of Money

(Applies if Seller did not propose facilities capital cost of money for the Contract.)

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions

(Applies if the Contract satisfies the criteria in FAR 15.408(j).)

52.215-19 Notification of Ownership Changes

(Applies if the Contract satisfies the criteria in FAR 15.408(k).)

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data

(Applies to solicitations and contracts regarding submission of certified cost or pricing data or data other than certified cost or pricing data.)

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications

(Applies if the Contract satisfies the criteria in FAR 15.408(m)(4); Alts. I-IV apply as prescribed in FAR 15.408(m) and 15.403-5(b)(1).)

52.242-3 Penalties for Unallowable Costs

(Applies unless this Contract is fixed-price without any cost incentives.)

DFARS**DFARS Clause Title****252.215-7000 Pricing Adjustments**

(Applies if FAR 52.215-12 or 52.215-13 applies to this Contract.)

252.219-7003 Small Business Subcontracting Plan (DoD Contracts)**252.225-7003 Report of Intended Performance Outside the United States and Canada – Submission with Offer**

Applies if first-tier's performance will be outside the U.S. or Canada.)

252.225-7004 Report of Contract Performance Outside the United States and Canada—Submission After Award

(Applies if first-tier's performance will be outside the U.S. or Canada.)

252.249-7002 Notification of Anticipated Contract Terminations or Reductions (Seller shall (i) Provide notice to each of its subcontractors with a subcontract of \$150,000 or more; and (ii) Impose a similar notice and flowdown requirement to subcontractors with subcontracts of \$150,000 or more.)

Section XII:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to Contracts and POs over \$750,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$750,000:

<u>FAR</u>	<u>FAR Clause Title</u>
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|------------------|---|
| 52.215-12 | Subcontractor Certified Cost or Pricing Data
(Applies to solicitations and contracts unless exempted by FAR 15.403-1(b).) |
| 52.215-13 | Subcontractor Certified Cost or Pricing Data—Modifications
(Applies to solicitations and contracts unless exempted by FAR 15.403-1(b).) |
| 52.215-22 | Limitations on Pass-Through Charges—Identification of Subcontract Effort
(Applies to solicitations when 52.215.23 is included.) |
| 52.219-9 | Small Business Subcontracting Plan |

Section XIII:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts and POs over \$1,000,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$1,000,000:

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|--------------------|----------------------------------|
| <u>FARS</u> | <u>DFARS Clause Title</u> |
| 52.243-7 | Notification of Changes |

<u>DFARS</u>	<u>DFARS Clause Title</u>
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- | | |
|---------------------|--|
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements
(Applies if this Contract is funded in whole or part by funds appropriated by the Fiscal Year 2010 or a subsequent year's Defense Appropriations Act.) |
| 252.225-7033 | Waiver of United Kingdom Levies
(Applies if Seller is a UK firm.) |

Section XIV:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts and POs over \$1,500,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$1,500,000:

<u>DFARS</u>	<u>DFARS Clause Title</u>
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|---------------------|--|
| 252.219-7003 | Small Business Subcontracting Plan (DoD Contracts) |
| 252.219-7004 | Small Business Subcontracting Plan (Test Program)
(Applies if this Contract is for construction to a public facility; also, see Section VII above for under \$1.5M applicability.) |

Section XV:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts and POs over \$5,000,000 or \$5,500,000 (as stated below) referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$5,000,000 or \$5,500,000 (as stated below). All disclosures required to be made by the Seller pursuant to the following FAR clauses shall be made directly to the applicable agency Office of Inspector General, with a copy to the contracting officer, and shall NOT be made to Buyer, as prime contractor, notwithstanding any other provisions of this Contract that may require Seller to deal directly with Buyer and expressly prohibit Seller's direct interaction with the Government. For assistance developing a Business Ethics and Conduct program, please review the training resources and Toolkit developed by the Defense Industry Initiative (DII) on Business Ethics and Conduct located on the DII website <http://www.dii.org/>.

<u>FAR</u>	<u>FAR Clause Title</u>
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|------------------|--|
| 52.203-13 | Contractor Code of Business Ethics and Conduct (Applies if exceeds \$5.5M and if the period of performance is 120 days or more; "Government" and "Contractor" do not change.) |
| 52.203-14 | Display of Hotline Poster(s) (Applies unless for acquisition of a commercial item or will be performed entirely outside the United States if exceeds \$5.5M or lesser amount established by the agency and the agency has a fraud hotline poster or the Contract is funded with disaster assistance funds.) |
| 52.209-12 | Certification Regarding Tax Matters |

- 52.230-2** **Cost Accounting Standards**
- 52.230-3** **Disclosure and Consistency of Cost Accounting Practices** (Applies if the contract amount is over \$2 million, but less than \$50 million, and Seller certifies it is eligible for and elects to use modified CAS coverage (see 48 CFR 9903.201-2), unless the clause 52.230-4 is used.)
- 52.230-4** **Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns** (Applies in lieu of FAR 52.2304 in negotiated contracts with foreign concerns, unless the contract is otherwise exempt from CAS (see 48 CFR 9903.201-1.)
- 52.230-5** **Cost Accounting Standards – Educational Institution** (Applies in lieu of 52.230-5 unless the contract is exempted (see 48 CFR 9903.201-1), the contract is to be performed by an FFRDC (see 48 CFR 9903.201-2(c)(5) or the provision at 48 CFR 9903.201-2(c)(6) applies.)
- 52.230-6** **Administration of Cost Accounting Standards** (Applies if FAR 52.230-2, 52.230-3, or 52.230-4 applies.)

DFARS **DFARS Clause Title**

- 252.203-7004** **Display of Fraud Hot Line Poster(s)**
(Applies (unless for acquisition of a commercial item) in lieu of FAR 52.203-14 if exceeds \$5M and performed within United States under DoD contract.).
- 252.215-7002** **Cost Estimating System Requirements**

Section XVI:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts and POs over \$10,000,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$10,000,000.

FAR **FAR Clause Title**

- 52.222-24** **Preaward On-Site Equal Opportunity Compliance Evaluation**
(Applies to solicitations and contracts for first-tier subcontractors (unless for construction) with anticipated subcontracts for \$10,000,000 or more and FAR 52.222-26, Equal Opportunity, is included.)
- 252.203-7004** **Display of Hot Line Poster(s)**
- 252.234-7002** **Earned Value Management System**
- 252.234-7003** **Notice of Cost and Software Data Reporting System**

Section XVII:

In addition to the FAR and DFARS clauses in other sections of this document, the following clauses apply to all Contracts and POs over \$50,000,000 referencing this document and all Buyer solicitations referencing this document and that are expected to exceed \$50,000,000.

FAR **FAR Clause Title**

- 52.222-24** **Preaward On-Site Equal Opportunity Compliance Evaluation**
- 52.222-57** **Representation Regarding Compliance with Labor Law (Executive Order 13673)**
(Applies to solicitations; Offeror to check the applicability of (b) (1) and (c)(1)(2), submit with its offer, and further comply with 52.222-57.)

In addition to the FAR and DFARS applicable to this Contract the following DFARS clauses apply if this Contract or subcontract at any tier exceeds \$50,000,000:

DFARS **DFARS Clause Title**

- 252.234-7003** **Notice of Cost and Software Data Reporting System – Basic and Alternate I** (The Basic clause applies when DFARS 252.234-7004 applies and Alternate I applies when DFARS 252.234-7004, Alternate I is applicable.)
- 252.234-7004** **Cost and Software Data Reporting System – Basic and Alternate I**
(The Basic clause applies to solicitations and contracts exceeding \$50,000,000 for major defense acquisition or major automated information system programs; Alt I applies if the contract is equal to or greater than \$20,000,000, but less than or equal to \$50,000,000 upon Government approval.)

Section XVIII:

Truth in Negotiations Act (Cost and Pricing Data)

In addition to the FAR and DFARS clauses in other sections of this document, where cost and pricing data are required under the Contract, the terms and conditions below also:

Unless exempt under FAR Part 15, this Contract shall be subject to the following terms concerning Seller's required certification that the

cost data provided to Buyer is current, accurate, and complete in accordance with the FAR-required Certificate of Current Cost or Pricing Data.

(a) Indemnification. If any price (including profit or fee) negotiated in connection with the prime contract between the Government and Buyer (or any contract between Buyer and a higher-tier contractor) or any cost that is reimbursable under Buyer's contract is reduced because cost or pricing data furnished by Seller in connection with any proposal submitted by Buyer relating to said contract or in connection with this Contract was not accurate, complete, or current at the time of Seller's and Buyer's agreement to the negotiated price or at the time when Buyer requests a reaffirmation of the same, Seller shall indemnify Buyer in the amount of the reduction any other claims, expenses, and losses arising out of performance of this Contract by Seller. The phrase "cost or pricing data" as used in this Section XI shall be deemed to include any such data which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by Seller or which it procured by submission of, in connection with Seller's proposal or this Contract in support of its cost estimate. If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, Seller shall be liable and shall pay Buyer at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to Seller to the date Buyer is repaid by Seller at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) If this Contract is awarded under a DoD contract, a penalty equal to the amount of the overpayment, if Seller knowingly submitted cost or pricing data that were incomplete, inaccurate, or non-current.

(b) Cost or Pricing Data for Changes. Prior to the pricing of any change or other modification to this

Contract that involves increases and/or decreases in costs plus applicable profit expected to exceed the threshold for submission of cost or pricing data, Seller shall submit cost or pricing data and shall certify that the data, as defined in FAR 15.406-2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations. When required to obtain cost or pricing data from its subcontractors, pursuant to the provisions of this Contract, Seller shall obtain such data.

Section XIX:

Disputes

In addition to the FAR and DFARS clauses in other sections of this document, the terms and conditions below apply to this Contract: Any reference to "Disputes" in any applicable FAR or DFARS clause incorporated into this Contract by this document shall mean this Section XVI.

(a) Any dispute arising under this Contract relating to any decision of the Contracting Officer under Buyer's Government Contract shall be resolved in accordance with paragraph (b) below.

(b)(1) Notwithstanding any other provisions in this Contract, any decision of the Contracting Officer under

Buyer's Government Contract that binds Buyer shall bind both Buyer and Seller to the extent that it relates to this Contract, provided that:

(i) Buyer notifies with reasonable promptness Seller of such decision; and

(ii) Buyer, at its sole discretion, authorizes in writing Seller to appeal in the name of Buyer such decision at its own expense; or

(iii) If Buyer should appeal such decision, Buyer at its sole discretion offers to Seller the opportunity at its own expense to join Buyer in such appeal.

(2) Any decision upon such appeal, when final, shall be binding upon Seller.

(3) Seller shall keep Buyer informed of any appeal it makes by providing copies of all pertinent documents to Buyer.

(4) Seller shall indemnify and hold harmless from any and all liability of any kind incurred by or imputed to Buyer under Section 5, "Fraudulent Claims," of the Contract Disputes Act of 1978, as amended, if Seller is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misrepresentation of fact on the part of Seller.

(c) Pending any prosecution, appeal, or final decision or settlement of any dispute arising under this Contract, Seller shall proceed diligently, as directed by Buyer, with the performance of this Contract.

(d) Nothing in this clause nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgment by Buyer of the validity of Seller's claim or any part thereof, nor be deemed to limit or in any way or restrict Buyer from taking any actions, including available remedies, it deems appropriate to protect its own interests.

(e) As used in this clause, the word "appeal" means an appeal taken under the Contract Disputes Act of 1978, as amended.

Section XX:

Earned Value Management System

In addition to the FAR and DFARS clauses in other sections of this document, the terms and conditions below apply as follows:

FAR 52.234-4 Earned Value Management System (Nov 2016)

(Applies to this Contract when Seller is required to use an Earned Value Management System under 34.203, as modified: (i) "Contractor" in paragraphs (a), (b), (e), (f), and (g) shall read "Seller"; (ii) "Contracting Officer" in (b)(2), (d), and (f) shall read "Contracting Officer and Buyer"; (iii) "Government" in (c) and (f) shall read "Government and Buyer"; and (iv) "...shall disclose EVMS changes to the CFA at least 14 calendar days..." in (e) shall read "...shall disclose EVMS changes to the Buyer at least five (5) days...")

For DoD application for cost or incentive contracts valued at \$20,000,000 or more, and for other contracts for which EVMS will be applied in accordance with 234.201(1)(iii) and (iv)—

(1) Use the provision at 252.234-7001, Notice of Earned Value Management System, instead of the provisions at FAR 52.234-2, Notice of Earned Value Management System – Pre-Award IBR, and FAR 52.234-3, Notice of Earned Value Management System

– Post-Award IBR, in the solicitation; and

(2) Use the clause at 252.234-7002, Earned Value Management System, instead of the clause at FAR 52.234-4, Earned Value Management System, in the solicitation and contract.

NOTE: For DoD application for cost or incentive subcontracts valued at less than \$20,000,000 and for firm fixed price subcontracts at any dollar value, see DFARS 234-201 (1) (iii) and (iv) for additional guidance.

Section XXI:

In addition to the FAR clauses applicable to equal opportunity in other sections of this document, the terms and conditions below apply to this Contract:

Equal Opportunity Clauses

The word, "contractor" in the following provisions shall be replaced with "Seller", so that these provisions are applicable under this Contract to Seller, as GDLS' subcontractor.

41 CFR 60.1.4, 41 CFR 60.300.5, AND 41 CFR 60.741.5 SECTIONS ARE INCORPORATED BY REFERENCE FOR A SUBCONTRACT/PURCHASE ORDER IN EXCESS OF \$10,000:

41 CFR 60-1.4;

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit Access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,

1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

41 CFR 60-300.5: which includes that: "...SUBCONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF 41 CFR 60-300.5(a). THIS REGULATION PROHIBITS DISCRIMINATION AGAINST QUALIFIED PROTECTED VETERANS, AND REQUIRES AFFIRMATIVE ACTION BY COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED PROTECTED VETERANS."; and 41 CFR 60-741.5 which includes that, "...SUBCONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF

41 CFR 60-741.5(a). THIS REGULATION PROHIBITS DISCRIMINATION AGAINST QUALIFIED INDIVIDUALS ON THE BASIS OF DISABILITY, AND REQUIRES AFFIRMATIVE ACTION BY COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED INDIVIDUALS WITH DISABILITIES."

Exemption: Per 41 CFR 60-1.5(a)(3) subcontracts are exempt from the requirements of the equal opportunity clause under 41 CFR 60-1.4 for work performed outside the United States by employees who were not recruited within the United States.

SELLER IS TO INCLUDE THE ABOVE REQUIREMENTS WITHIN ITS SUBCONTRACTS, AS APPLICABLE.

Section XXII:

Numbered Notes Applicable to FAR and DFARS clauses.

1. Excluded from such reduction, however, shall be Buyer's burden and profit applied to defective cost and pricing data of Seller and its subcontractors and suppliers. In addition to any remedies provided by law, if Buyer is subjected to any liability as a result of Seller's failure to comply with this requirement, then, consistent with Section XI, above, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense resulting from such failure. (FAR 52.214-27, 52.215-10, and 52.215-11).
2. The term "Government" in this clause shall be deemed to include both the Government and Buyer. (FAR 52.227-3, 52.246-2, and 52.246-4)
3. If this Contract is terminated for convenience as a result of a termination for convenience issued by the Government, the term "Government" does not change in (b) (4), (6), (8) and (m). If this Contract is terminated for convenience solely by Buyer, audits and examinations of records, as required by Buyer, shall be performed by an independent certified public accounting firm, mutually acceptable to Buyer and Seller. The cost of such audits and examinations of records shall be paid by Buyer. Notwithstanding anything to the contrary, Buyer shall not be liable for special or consequential damages. (FAR 52.249-2)
4. Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting Cost Accounting Standards, FAR 52.230-2 and Administration of Cost Accounting Standards, FAR 52.230-6, provided Seller shall not be required to disclose to Buyer such communications containing information which is legally privileged and confidential to Seller. In addition to other remedies provided by law under this Contract, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subjected to any liability as the result of failure of Seller or its lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230-3, or 52.230-6. Paragraph (b) is deleted in each of the foregoing clauses (COST ACCOUNTING STANDARDS).