



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

W International (“Buyer”) has awarded or seeks to award a contract (the “Contract”) to Seller that consists of a purchase order (“PO”) and additional documents, the terms and conditions in this form. 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”) FAR Supplement (“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 FAR or DFARS clauses incorporated in Buyer’s Government Contract that apply to the performance of this Contract. Seller shall flow down to its lower-tier subcontractors all applicable FAR 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 FAR 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 FAR 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.

FAR 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 W International which will be considered as current in its offer are hereby incorporated in this Contract by reference. Seller shall provide immediate 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 FAR 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 FAR or 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 (Nov 2013) (Definitions within FAR 52.202-1 apply to solicitations and contracts unless the contract or specific, applicable FAR defines the word or term differently.)
52.203-3	Gratuities (Apr 1984) (Applies to solicitations and contracts unless for personal services and those between military departments or defense agencies and foreign governments that do not obligate funds appropriated to the DoD.)
52.203-5	Covenant Against Contingent Fees (May 2014) (Applies to solicitations and contracts unless for commercial items.)
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 (May 2014) (Applies to solicitations and contracts unless for commercial items.)
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.)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (Applies solicitations and contracts unless for personal service with individuals.)
52.204-2	Security Requirements (Aug 1996) (Applies if this Contract involves access to classified information; Alts. I and/or II apply if under the criteria at FAR 4.404.)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011) (Applies if this Contract requires routine access to a Federally controlled facility and/or to a Federal information system.)
52.204-14	Service Contract Report Requirements (Oct 2016) (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 (Oct 2016) (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 (b) or 52.204-15 (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.)

- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)**
(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.)
- 52.208-8 Required Sources for Helium and Helium Usage Data (Apr 2014)**
(Applies if this Contract involves a major helium requirement.)
- 52.211-5 Material Requirements (Aug 2000)**
(Applies to solicitations and contracts for supplies that are not commercial items.)
- 52.211-15 Defense Priority and Allocation Requirements (Apr 2008)**
(Applies if this Contract contains a DPAS rating; Seller shall accept or reject in writing all DX-rated orders within five (5) working days and all DO-rated orders within ten (10) working days.)
- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Jan 2017)**
(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).
- 52.215-2 Audit and Records—Negotiation (Alt. I) (Oct 2010)**
(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)).
- 52.216-5 Price Redetermination—Prospective (Oct 1997)**
(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 (Oct 1997)**
(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 (Jun 2013)**
(Applies if this Contract is cost-reimbursement or time-and-materials.)
- 52.216-8 Fixed Fee (Jun 2011)**
(Applies if this Contract is a cost-plus-fixed-fee contract.)
- 52.216-11 Cost Contract—No Fee (Apr 1984)**
(Applies if this Contract is cost-reimbursement and provides no fee.)
- 52.216-16 Incentive Price Revision—Firm Target (Oct 1997)**
(Applies if this Contract is a fixed-price incentive (firm target) contract.)
- 52.216-17 Incentive Price Revision—Successive Targets (Oct 1997)**
(Applies if this Contract is a fixed-price incentive (successive targets) contract.)
- 52.222-1 Notice to Government of Labor Disputes (Feb 1997)**



- (Applies to solicitations and contracts that involve programs or requirements that have been designated under FAR 22.101-1(e).)
- 52.222-3 Convict Labor (Jun. 2003)**
(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 (May 2014)**
(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).)
- 52.222-8 Payrolls and Basic Records (May 2014)**
(Applies to contracts for construction within the U.S. in excess of \$2,000.)
- 52.222-11 Subcontracts (Labor Standards) (May 2014)**
(Applies if this Contract is for construction within the United States.)
- 52.222-12 Contract Termination – Debarment (May 2014)**
(Applies to contracts for construction within the U.S. in excess of \$2,000.)
- 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Mar 2012)**
(Applies if this Contract is for supplies.)
- 52.222-21 Prohibition of Segregated Facilities (Apr 2015)**
(Applies to solicitations and contracts unless exempt from E.O. 11246; see FAR 22.807.)
- 52.222-26 Equal Opportunity (Sep 2016)**
(Applies unless this Contract is exempt from E.O. 11246; see FAR 22.807.)
- 52.222-29 Notification of Visa Denial (Jun 2003)**
(Applies if this Contract requires performance in or on behalf of a foreign country.)
- 52.222-41 Service Contract Labor Standards (May 2014)**
(Applies if the Service Contract Act applies to this Contract.)
- 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)**
(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) (May 2014)**
(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 (Feb 2007)**
(Applies if this Contract is exempt from the Service Contract Act per FAR part 22.10.)
- 52.222-50 Combating Trafficking in Persons (Mar 2015)**
(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 (May 2014)**



- (Applies if this Contract is exempt from the Service Contract Act (41 U.S. C. 351, et. seq.) per FAR subpart 22.10.)
- 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014)**
(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 (Oct 2015)**
(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 (Dec 2015)**
(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.)
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Jul 2012)**
(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 (Jan 1997)**
(Seller shall furnish information required by Para. (b) to Buyer.)
- 52.223-5 Pollution Prevention and Right-to-Know Information (May 2011)**
(Applies if this Contract provides for performance, in whole or in part, on a Federal facility.)
- 52.223-6 Drug-Free Workplace (May 2001)**
(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 (Jan 1997)**
(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 (May 2001)**
(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 (May 1995)**
(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 (Jun 2014)**
(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/epeat. Alternate I (Oct 2015) applies when there are sufficient EPEAT® silver- or gold-registered products available to meet Buyer or Government’s needs.)

- 52.223-15 Energy Efficiency in Energy—Consuming Products (Dec 2007)**
(Applies if this Contract involves delivery of products described in FAR 23.206.)
- 52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015)**
(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/epeat. Alternate I (Jun 2014) 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 (Aug 2011)**
(Applies if Contract has a value of more than \$3,000)
- 52.225-1 Buy American Act—Supplies (Feb 2009)**
(Does not apply if FAR 52.225-3, FAR 52.225-5, or DFARS 252.225-7001 applies to this Contract.)
- 52.225-3 Buy American Act—Free Trade Agreement—Israeli Trade Act (Nov 2012)**
(Applies if this Contract satisfies the circumstances in FAR 25.1101(b)(1).)
- 52.225-5 Trade Agreements (Sep 2013)**
(Applies if this Contract satisfies the circumstances in FAR 25.1101(c)(1).)
- 52.225-8 Duty Free Entry (Oct 2010)**
(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.)
- 52.225-13 Restrictions on Certain Foreign Purchases (Jun 2008)**
(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.)
- 52.225-19 Contractor Personnel in Designated Operation Area or Supporting a Diplomatic or Consular Mission Outside the United States (Mar 2008)**
(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 (Feb 2013) or DFARS 252.225-7040 (Deviation) (Jun 2013) applies.)
- 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.)
- 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (May 2014)**

(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 (Dec 2007)

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

52.227-9 Refund of Royalties (Apr 1984)

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

52.227-10 Filing of Patent Applications—Classified Subject Matter (Dec 2007)

(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 (May 2014)

(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 (Dec 2007)

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

52.227-14 Rights in Data—General (May 2014)

(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 (Jun 1987)

(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 (Dec 2007)

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

52.227-19 Commercial Computer Software—License (Dec 2007)

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

52.227-20 Rights in Data – SBIR Program (May 2014)

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

52.227-21 Technical Data Declaration, Revision, and Withholding of Payment—Major Systems (May 2014)

(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.)

52.227-23 Rights to Proposal Data (Technical) (Jun 1987)

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

52.228-3 Workers' Compensation Insurance (Defense Base Act) (Jul 2014)

(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 (Apr. 1984)**
(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 (Jan 1997)**
(Applies if this Contract requires work on a Government installation; insurance kinds and types as set forth in the Contract.)
- 52.229-6 Taxes—Foreign Fixed-Price Contracts (Jun 2003)**
(Applies if this Contract is fixed price and performed at least partly in a foreign country.)
- 52.229-8 Taxes—Foreign Cost-Reimbursement Contracts (May 1990)**
(Applies if this Contract is cost-reimbursement and performed at least partly in a foreign country.)
- 52.229-10 State of New Mexico Gross Receipts and Compensating Tax (Apr 2003)**
(Applies if this Contract is cost-reimbursement and satisfies the requirements in FAR 29.401-4(b)-(c).)
- 52.232-16 Progress Payments (Apr 2012)**
(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.)
- 52.232-20 Limitation of Cost (Apr 1984)**
(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 (Apr 1984)**
(Applies if this Contract is an incrementally funded cost-reimbursement contract.)
- 52.232-27 Prompt Payment for Construction Contracts (May 2014)**
(Applies if this Contract is for construction and is required to flow to each tier.)
- 52.232-32 Performance-Based Payments (Apr 2012)**
(Applies if this Contract is fixed price and provides for performance-based payments.)
- 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)**
(“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 (Dec 2013)**
(Applies to all subcontracts with small business concerns, including if acquisition of commercial items.)
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III (Dec 1994)**
(Applies where Contract awarded under a DoD prime contract for major systems or items of supply.)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)**
(Applies if work under the Contract will be performed on a Government installation.)

- 52.237-3 Continuity of Services (Jan 1991)**
(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.)
- 52.239-1 Privacy or Security Safeguards (Aug 1996)**
(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.)
- 52.242-2 Production Progress Reports (Apr 1991)**
(Applies if the Contract requires production progress reporting.)
- 52.242-15 Stop Work Order (Aug 1989)**
("Ninety (90) days" is changed to "one hundred (100) days" and "thirty (30) days" is changed to "twenty (20) days" throughout the clause.)
- 52.242-17 Government Delay of Work (Apr 1984)**
("Contracting Officer" in Para. (a) includes Buyer; "Government" does not change.)
- 52.243-6 Change Order Accounting (Apr 1984)**
(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.)
- 52.244-2 Subcontracts (Oct 2010)**
(Applies if Contract contains unpriced or cost-reimbursement elements.)
- 52.244-6 Subcontracts for Commercial Items (Jan 2017)**
(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 (Jan 2017)**
(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 (Apr 2012)**
(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 (Apr 2012)**
(Applies to solicitations and contracts at any tier when FAR 52.245-1, Government Property, applies.)
- 52.246-1 Inspection Requirements (Apr 1984)**
(Applies if the Contract is below the simplified acquisition threshold; applies in lieu of - 0807 ¶ 5, INSPECTION.)
- 52.246-3 Inspection of Supplies—Cost-Reimbursement (May 2001)**
(Applies to solicitations and contracts for supplies or services that involve furnishing supplies when a cost-reimbursement contract is contemplated.)

- 52.246-5 Inspection of Services—Cost-Reimbursement (Apr 1984)**
(Applies to solicitations and contracts for services or supplies that involve furnishing services when a cost-reimbursement contract is contemplated.)
- 52.246-11 Higher-Level Contract Quality Requirement (Dec. 2014)**
(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.)
- 52.246-19 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 (Feb 1997)**
(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 (Feb 1997)**
(Applies to solicitations and contracts, not exempt under FAR 46.801, for delivery of High value items.)
- 52.246-25 Limitation of Liability—Services (Feb 1997)**
(Applies to solicitations and contracts, not exempt under FAR 46.801, for performance of services.)
- 52.247-63 Preference for U.S.-Flag Air Carriers (Jun 2003)**
(Applies if the Contract involves international air transportation funded by this Contract.)
- 52.247-67 Submission of Transportation Documents for Audit (Feb 2006)**
(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).)
- 52.249-1 Termination for the Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984)**
(Applies if this Contract is fixed price and is below the simplified acquisition threshold.)
- 52.249-6 Termination (Cost-Reimbursement) (May 2004)**
(Applies if this Contract is cost-reimbursement.)
- 52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)**
(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.)

DFARS DFARS Clause Title

- 252.203-7000 Requirements Relating to Compensation of Former DOD Officials (Sep 2011)**
(Applies to solicitations and contracts, including for commercial items.)

252.204-7000 Disclosure of Information (Aug 2013)

(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 (Dec 1991)

(Applies to contracts when the schedule contains any contract subline items not separately priced (NSP).

252.204-7003 Control of Government Personnel Work Product (Apr 1992)

(Applies to solicitations and contracts.)

252.204-7005 Oral Attestation of Security Responsibilities (Nov 2001)

(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 (Oct 2016)

(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.)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Oct 2016)

(Applies to all solicitations and contracts, including those for commercial items. See Section XXIV, Seller is also required to provide Buyer with the submission(s) provided to the U. S. Government.)

252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors (May 2016)

(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 (May 2016)

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

252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (Dec 1991)

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

252.211-7003 Item Unique Identification and Valuation (Jun 2013)

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

252.211-7007 Reporting of Government-Furnished Property (Aug 2012)

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



252.222-7000 Restrictions on Employment of Personnel (Mar 2000)

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

252.222-7002 Compliance with Local Labor Laws (Overseas) (Jun 1997)

(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 (Jun 1997)

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

252.223-7001 Hazard Warning Labels (Dec 1991)

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

252.223-7002 Safety Precautions for Ammunition and Explosives (May 1994)

(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 (Dec 1991)

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

252.223-7006 Prohibition on Storage Treatment and Disposal of Toxic or Hazardous Materials (Sep. 2014)

(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 (Jun 2013)

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

252.225-7001 Buy American and Balance of Payments Program (Aug 2016)

(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 (Aug 2016)

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

252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Sep 2006)

(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 (Mar 2013)

(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.)



252.225-7013 Duty-Free Entry (May 2016)

(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).)

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (Jun 2005)

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

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Jun 2011)

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

252.225-7017 Photovoltaic Devices (Aug 2016)

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

252.225-7021 Trade Agreements (Aug 2016)

(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.)

252.225-7025 Restriction on Acquisition of Forgings (Dec 2009)

(Applies if this Contract provides for of 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 (Sep 2013)

(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 (Apr 2003)

(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 (Apr 2003)

(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 (Dec 2006)

(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.)

252.225-7036 Buy American Act—Free Trade Agreements—Balance of Payments Program (Aug 2016)

(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.)

252.225-7039 Defense Contractors Performing Private Security Functions Outside the United States (Jun 2016)



(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 (Oct 2015)

(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.)

252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (Jun 2015)

(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.)

252.225-7047 Exports by Approved Community Members in Performance of Contract (Jun 2013)

(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 (Jun 2013)

(Applies to all solicitations and contracts.)

252.227-7013 Rights in Technical Data—Noncommercial Items (Feb. 2014)

(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 (Feb 2014)

(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.)

252.227-7018 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 (Mar 1979)

(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, computersoftware 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 (Apr 1988)

(Applies when present in a DoD prime contract.)

252.227-7027 Deferred Ordering of Technical Data or Computer Software (Apr 1988)

(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 (Jun 1995)

(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 (Mar 2000)

(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) (Jun 1975)

(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).)

252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 2016)

(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) (Jun 2012)

(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 (Apr 1990)

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

252.228-7000 Reimbursement for War-Hazard Losses (Dec 1991)

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

252.228-7005 Accident Reporting and Investigations Involving Aircraft, Missiles, and Space Launch Vehicles (Dec 1991)

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

252.229-7000 Invoices Exclusive of Taxes or Duties (Jun 1997)

(Applies if Seller is a foreign concern.)

252.229-7001 Tax Relief (Jun 1997)

(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) (Jun 1997)

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

252.229-7003 Tax Exemptions (Italy) (Mar 2012)

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

252.229-7005 Tax Exemptions (Spain) (Mar 2012)

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

252.229-7006 Value Added Tax Exclusion (United Kingdom) (Dec 2011)

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

252.229-7007 Verification of United States Receipt of Goods (Jun 1997)

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

252.229-7008 Relief from Import Duty (United Kingdom) (Dec 2011)

(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) (Jun 1997)

(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.)

252.229-7014 Taxes – Foreign Contracts in Afghanistan (Dec 2015)

(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) (Dec 2015)

(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.)

252.231-7000 Supplemental Cost Principles (Dec 1991)

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

252.232-7002 Progress Payments for Foreign Military Sale Acquisitions (Dec 1991)

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

252.232-7007 Limitation of Government’s Obligation (May 2006)

(Applies if this Contract is incrementally funded and fixed price.)

252.232-7008 Assignment of Claims (Overseas) (Jun 1997)

(Applies if Seller will perform this Contract in a foreign country.)

252.235-7002 Animal Welfare (Dec 2014)

(Applies if this Contract involves research, development, test, and evaluation or training that use live vertebrate animals.)

252.235-7003 Frequency Authorization (Mar. 2014)

(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”.)

252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (Jun 2013)

(Applies to this Contract if Seller’s personnel may be required to interact with detainees in the course of their duties.)

252.237-7023 Continuation of Essential Contractor Services (Oct 2010)

(Applies if this Contract is for essential contractor services as defined in Para. (a)(1).)

252.239-7010 Cloud Computing Services (Aug 2015)

(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 (Dec 1991)

(Applies if Seller's performance of the Contract requires secure telecommunications.)

252.239-7018 Supply Chain Risk (Nov 2013)

(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".)

252.243-7001 Pricing of Contract Modifications (Dec 1991)

(Applies if this Contract is fixed-price type.)

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DOD Contracts) (Jun 2013)

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

252.244-7001 Contractor Purchasing System Administration - Basic and Alternate I (May 2014)

(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 (Apr 2012)

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

252.245-7002 Reporting Loss of Government Property (Apr 2012)

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

252.245-7003 Contractor Property Management System Administration (Apr 2012)

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

252.245-7004 Reporting, Reutilization, and Disposal (May 2013)

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

252.246-7000 Material Inspection and Receiving Report (May 2008)

(Applies if there will be separate and distinct deliverables under this Contract.)

252.246-7001 Warranty of Data (Mar 2014)

(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 (Jun 2013)

(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 (Aug 2016)

(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 (Aug 2016)

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.

252.247-7023 Transportation of Supplies by Sea – Basic and Alternate I and II (Apr. 2014)

(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 (Mar 2000)

(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 (Dec 1991)

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

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>
52.222-27	Affirmative Action Compliance Requirements for Construction (April 2015) (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.)

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>
52.222-20	Walsh Healy Public Contracts Act (Oct 2010)



(Applies if this Contract is subject to the Act.)

52.222-36 Equal Opportunity for Workers with Disabilities (Jul. 2014)

(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:

FAR **FAR Clause Title**

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015)

(Applies if this Contract is a first-tier subcontract with a value of \$30,000 or more awarded under Buyer’s Government prime contract.)

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:

FAR **FAR Clause Title**

52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)

(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 W International LLC, SC 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.

DFARS **DFARS Clause Title**

252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (Oct 2015)

(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:

FAR **FAR Clause Title**

52.248-3 Value Engineering – Construction (Oct 2015)

(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:

RESERVED

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 (Sep 2006)

52.203-7 Anti-Kickback Procedures (May 2014)

(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).

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)

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.

52.203-16 Preventing Personal Conflicts of Interest (Dec 2011)

(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).

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)

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

52.215-2 Audit and Records—Negotiation (Oct 2010)

- (Applies to solicitations and contracts exceeding the simplified acquisition threshold.)
- 52.215-14 Integrity of Unit Prices (Oct 2010), Alternate (Oct 1997)**
(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 (Oct 2009)**
(Applies to solicitations when 52.215.23 is included.)
- 52.215-23 Limitations on Pass-Through Charges (Oct 2009)**
(Applies in all cost-reimbursement subcontracts (at all tiers) that exceed the simplified acquisition threshold, except if under a DoD contract, see Section XII. **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 (Nov 2016)**
(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 Nondisplacement of Qualified Workers (May 2014)**
(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 (Oct 2015)**
(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 (Feb. 2016)**
(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 (Feb 2016)**
(Applies to solicitations and contracts if not for acquisition of commercial items.)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)**
(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 (Apr 1984) (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).)
- 52.229-3 Federal, State, and Local Taxes (Feb 2013)**

(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) (Feb 2013)**
 (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 (May 2014)**
 (Applies to solicitations and contracts unless an exempted by Buyer or the clause.)
- 52.237-10 Identification of Uncompensated Overtime (Oct 1997)**
 (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 (Jul 1995)**
 (Applies to solicitations and contracts exceeding the simplified acquisition threshold.)
- 52.244-5 Competition in Subcontracting (Dec 1996)**
 (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.)
- 52.246-16 Responsibility for Supplies (Apr 1984)**
 (Applies only to fixed-price contracts. In Para. (d), “Government” includes both Government and Buyer.)
- 52.248-1 Value Engineering (Oct 2010)**
 (“Government” and “Contracting Officer” do not change in this clause, though Seller must submit all proposals under this clause to Buyer.)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (Apr 2012) (Note 3; See XVII.)**
 (Applies if this Contract is fixed price and above the simplified acquisition threshold. Change “120 days” to “60 days” in Para. (c); change “1 year” to “6 months” in Para. (e); change “90 days” to “45 days” in Para. (l).)

DFARS DFARS Clause Title

- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense—Contract—Related Felonies (Dec 2008)**
 (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.)
- 252.222-7007 Representation Regarding Combating Trafficking in Persons (Jan 2015)**
 (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 (Sep 1988)**



(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 (Jun 2005)

(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.)

252.225-7012 Preference for Certain Domestic Commodities (Aug 2016)

(Applies to solicitations and contracts, including for commercial items that exceed the Simplified Acquisition Threshold.)

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

52.222-56

Certification Regarding Trafficking in Persons Compliance Plan (Mar 2015)

(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.)

52.222-60

Paycheck Transparency (Executive Order 13673) (Jan 2017)

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

DFARS

DFARS Clause Title

252.226-7001 Utilization of Indian Organizations, Indian–Owned Economic Enterprises, and Hawaiian Small Business Concerns (Sep 2004)

(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 (Jan 1999)
(Applies if FAR 52.219-9 applies to this Contract.)

DFARS DFARS Clause Title

252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (Oct 2014)
(Applies if FAR 52.219-9 applies to this Contract. Deviation 2013-O0014 applies to this Contract if contains FAR 52.219-9.)

252.219-7004 Small Business Subcontracting Plan (Test Program) (Oct 2014)
(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 (Oct 2015)
(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

52.219-9 Small Business Subcontracting Plan (Nov 2016)
(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 (Aug 2011) (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 (Oct 2010)
(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 (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.)

52.215-15 Pension Adjustments and Asset Reversions (Oct 2010)

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

52.215-16 Facilities Capital Cost of Money (Jun 2003)

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

52.215-17 Waiver of Facilities Capital Cost of Money (Oct 1997)

(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 (July 2005)

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

52.215-19 Notification of Ownership Changes (Oct 1997)

(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 (Oct 2010)

(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 (Oct 2010)

(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 (May 2001)

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

DFARS DFARS Clause Title

252.215-7000 Pricing Adjustments (Dec 2012)

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

252.225-7003 Report of Intended Performance Outside the United States and Canada – Submission with Offer (Oct 2015)

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 (Oct 2015)

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

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>
52.215-12	Subcontractor Certified Cost or Pricing Data (Oct 2010) (Applies to solicitations and contracts unless exempted by FAR 15.403-1(b).)
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications (Oct 2010) (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 (Oct 2009) (Applies to solicitations when 52.215.23 is included.)
52.215-23	Limitations on Pass-Through Charges (Oct 2009) (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.)
52.230-2	Cost Accounting Standards (Oct 2015) (Note 4; See Section XX.) (Exclude Para. (b); see Para. (d) for effective date of clause.)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Oct 2015) (Note 4: See Section XVII.) (Exclude Para. (b).)
52.230-4	Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns (Oct 2015) (Note 3: See Section XVII.) (Applies if Seller is a foreign concern.)
52.230-5	Cost Accounting Standards – Educational Institution (Oct 2015) (Applies, excluding paragraph (b), to negotiated Contract with educational institution if not subject to 48 CFR 9903.201-2 CAS coverage and not exempt; 48 CFR 9903.201-4 applies if subject to 9903-201-2 CAS coverage.)
52.230-6	Administration of Cost Accounting Standards (Jun 2010) (Note 4: See Section XVII.) (Seller must comply with all standards in effect on the date of award or of final agreement on price, as shown on Seller's signed Certificate of Current Cost or Pricing Data, whichever is earlier.)

Section XIII:

In addition to the FAR and DFARS clauses in other sections of this -0808 document, the following clauses apply to all Contracts and POs over \$1,000,000 referencing this -0808 document and all Buyer solicitations referencing this -0808 document and that are expected to exceed \$1,000,000:

<u>DFARS</u>	<u>DFARS Clause Title</u>
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252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements (Dec 2010)
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(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 (Apr 2003)

(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:

DFARS **DFARS Clause Title**

252.211-7000 Acquisition Streamlining (Oct 2010)

("Government" is not changed in this clause.)

252.219-7004 Small Business Subcontracting Plan (Test Program) (Oct 2014)

(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/>.

FAR **FAR Clause Title**

52.203-13 Contractor Code of Business Ethics and Conduct (Oct 2015)

(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) (Oct 2015)

(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.)

DFARS **DFARS Clause Title**



252.203-7004 Display of Fraud Hot Line Poster(s) (Jan 2015)

(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.)

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 (Feb 1999)

(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.)

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**

52.222-57 Representation Regarding Compliance with Labor Law (Executive Order 13673) (Oct 2016)

(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 (Nov 2014)

(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 (Nov 2014)

(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 -0808 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 W International's 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).