

FA8615-19-C-6053_F-16 Slovak Flowdowns_10-17-2023

U.S. GOVERNMENT CLAUSES

Prime Contract Number: FA8615-19-C-6053

Revision Date: 09-12-2019

Date of Creation/Update: 10-17-2023

The following customer contract requirements apply to any Purchase Order referencing the above U.S. Government prime contract number and are hereby incorporated into the Purchase Order by full text or by reference with the same force and effect as if they were given in full text. The terms and conditions of the versions of the “Flowdown of U.S. Government Contract Clauses Under U.S. Government Contracts” and “Flowdown Updates” documents in effect on the date of the particular Order shall also apply. These documents are made available at the RTX Supplier Site. The full text of FAR/DFARS clauses may be accessed at <https://www.acquisition.gov/>.

In all provisions and clauses listed herein, terms shall be revised to suitably identify the party to establish Supplier's obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term “Government” and equivalent phrases shall mean “Buyer”, the term “Contracting Officer” shall mean “Buyer's Purchasing Representative”, the term “Contractor” or “Offeror” shall mean “Supplier”, “Subcontractor” shall mean “Supplier's Subcontractor” under this Purchase Order, and the term “Contract” shall mean this “Purchase Order”. For the avoidance of doubt, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227- 2 or (2) when title to property is to be transferred directly to the Government. Supplier shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS provisions and clauses in accordance with the flow down requirements specified in such clauses. Nothing in this Purchase Order grants Supplier a direct right of action against the Government. If any of the following FAR or DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting.

Buyer or Buyer Affiliates reserve the right to add or update any FAR or DFAR clause or special contract provision based on customer contract directives.

Capitalized words used herein and not otherwise defined shall have the meanings ascribed to them in the Terms and Conditions.

The requirements below are in accordance with the U.S. Government prime contract and are not modified by Buyer for each individual Supplier. Supplier will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSES

CLAUSES	TITLE
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (Applies if this Contract exceeds \$150,000)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020). (Applies if this Contract exceeds the threshold specified in FAR 3.808 on the date of award of this Contract).
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020) (Applies if this Contract exceeds threshold specified in FAR 3.1004(b)(1) on the date of this Contract and has a period of performance of more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (OCT 2015) (Applies if this Contract exceeds 5,500,000.)
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST" (AUG 2018) (DEVIATION 2018-00018) (Applies to subcontracts that exceed \$150,000; and in which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual). Not applicable to Commercial Items as defined in FAR 2.101.)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) (Applies if this Contract exceeds \$150,000.)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-2	SECURITY REQUIREMENTS (AUG 1996) (Applies if the Work requires access to classified information.)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) (Applies where SELLER will have physical access to a federally controlled facility or access to a federal information system.)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Subparagraph (d)(2) does not apply. If SELLER meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, SELLER shall report required executive compensation by posting the information to the Government's System for Award Management (SAM) database. All information posted will be available to the public.
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) (Applies unless SELLER is furnishing commercially available off-the-shelf items.)
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018) (SELLER shall provide BUYER copies of any reports provided under this clause which relate to the performance of this Contract.)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) (Excluding paragraph (b)(2). Note 4 applies in paragraph (b). Reports required by this clause will be provided to BUYER.)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020). (Applies if this Contract exceeds the threshold specified in FAR 9.405-2(b) on the date of award of this Contract except does not apply if this Contract is for commercial off the shelf items. Copies of notices provided by SELLER to the Contracting Officer shall be provided to BUYER.)
52.211-5	MATERIAL REQUIREMENTS (AUG 2000) (Note 2 applies.)

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52.215-2	AUDIT AND RECORDS-NEGOTIATION (OCT 2010) (Applies if this Contract exceeds \$150,000 and if: (1) SELLER is required to furnish cost or pricing data, or (2) the Contract requires SELLER to furnish cost, funding, or performance reports, or (3) this is an incentive or re-determinable type contract. Note 3 applies. Alternate II applies if SELLER is an educational or non-profit institution.) Limit audit rights to US Government officials only.
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applies if submission of certified cost or pricing data is required. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (1). However, audit of SELLER proprietary financial data shall be limited to the US Government. Rights and obligations under this clause shall survive for three (3) years after final payment under the prime.)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011) (Applies if submission of certified cost or pricing data is required for modifications. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (d)(1). "Government" means "BUYER" in paragraph E (1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (MAY 2018) (DEVIATION 2018-O0015) (Applies to all subcontracts where the subcontractor is required to provide certified cost or pricing data. This deviation memorandum sets a threshold of \$2 million for obtaining certified cost or pricing data, in lieu of the threshold of \$750,000 (in FAR 15.403-4) for prime contracts entered into on or after July 1, 2018.)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA -MODIFICATIONS (MAY 2018) (DEVIATION 2018-O0015) (Applies as applicable)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) (Applies if this Contract exceeds \$150,000. Delete paragraph (b) of the clause.)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) (Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.)
52.215-16	FACILITIES CAPITAL COST OF MONEY (JUN 2003) (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER proposed facilities capital cost of money in its offer.)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER did not propose facilities capital cost of money in its offer.)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) (Applicable if this Contract meets the applicability requirements of FAR 15.408(j). Note 5 applies.)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (Applies if this Contract meets the applicability requirements of FAR 15.408(k). Note 5 applies.)
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010). (Note 2 applies in paragraph (a) (1).) Access to SELLER's proprietary and confidential financial, proposal, and procurement records shall be limited to the US Government only.
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (JUN 2020) (Note 2 applies in paragraphs (a)(1) and (b).) Access to SELLER's proprietary and confidential financial, proposal, and procurement records shall be limited to the US Government only.

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52.215-23	LIMITATION ON PASS-THROUGH CHARGES (OCT 2009) Applies if this is a cost-reimbursement subcontract in excess of \$150,000, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed \$750,000. Notes 4 and 6 apply.)
52.216-7	ALLOWABLE COST AND PAYMENT (AUG 2018) Note 3 applies in (b)(1)(ii)(F). Note 2 applies except in paragraph (g) where note 7 applies, audit rights limited to USG only. The blank in paragraph (a)(3) is completed with "the 30 th " unless otherwise specified in this Contract. Paragraph (a)(2) is deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged. Does not apply to labor hour contracts. For time and materials contracts, applies on to the material portion of the contract).
52.216-8	FIXED FEE (JUN 2011) (Applies only if this Contract includes a fixed fee. Delete the last two sentences of the clause. Does not apply if this is a labor hour or time and materials contract.)
52.216-10	INCENTIVE FEE (JUN 2011) (Applies only if this Contract includes an incentive fee. Notes 1 and 2 apply, except in paragraphs (c) (4)(v) and (c) (4)(vi) where "Government" is unchanged. Subparagraph (c) (4)(iv) and the last two sentences of paragraph (c) (2) are deleted. The amounts in paragraph (c) are set forth on the face of the Contract) Does not apply if this is a labor hour or time and materials contract.)
52.216-11	COST CONTRACT – NO FEE (APR 1984) (Applies only if this Contract is placed on a cost reimbursement – no fee basis. Notes 1 and 2 apply. Does not apply if this is a labor hour or time and materials contract.)
52.216-16	INCENTIVE PRICE REVISION FIRM TARGET (OCT 1997) (Applies to all incentive type subcontracts. "Contracting Officer," "contract administrative office" and "Government" mean "BUYER." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract.)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018) (Note 8 applies.)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) (Applies if this Contract exceeds \$700,000 except the clause does not apply if SELLER is a small business concern. Note 2 is applicable to paragraph (c) only. SELLER's subcontracting plan is incorporated herein by reference. Note 8 applies.)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) (Insert Zero in the blank. Notes 2 and 3 apply.)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (MAY 2018) (Applies if the Contract may require or involve the employment of laborers and mechanics. Note 8 applies.)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015) (Note 8 applies.)
52.222-26	EQUAL OPPORTUNITY (SEP 2016) (Note 8 applies.)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Contract. Note 8 applies.)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 2020) (Applies if this contract exceeds the threshold specified in FAR 22.1408(a) on the date of award of this Contract. Note 8 applies.)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Contract. Note 8 applies.)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010). (Applies if this Contract exceeds \$10,000. Note 8 applies.)
52.222-50	COMBATING TRAFFICKING IN PERSONS (JAN 2019)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

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	(Applies if this Contract exceeds \$3,500 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. Note 8 applies.)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN" (MAR 2015) (Applies to all solicitations for subcontracts for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and where the subcontract is estimated to exceed \$500,000. In paragraph (d,) "Contracting Officer" means "Contracting Officer and BUYER." In paragraph (e), "Government" means "BUYER.")
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017) (Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Applies if this Contract involves hazardous material. Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies.)
52.223-7	NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Applies to Work containing covered radioactive material. In the blank insert "30". Notes 1 and 2 apply.)
52.223-11	OZONE-DEPLETING SUBSTANCES (JUN 2016) (Applies if the Work was manufactured with or contains ozone-depleting substances.)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) (Applies if this Contract exceeds \$3,500. Note 8 applies.)
52.224-3	PRIVACY TRAINING (JAN 2017) (Applies if SELLER will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records. In paragraph (d), Note 6 applies.)
52.225-1	BUY AMERICAN ACT – SUPPLIES (MAY 2014) (Applies if the Work contains other than domestic components. Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph ©.) (Applies only if the Prime Contract contains this clause.)
52.225-5	TRADE AGREEMENTS (OCT 2019) (Applies if the Work contains other than U.S. made, or designated country end products as specified in the clause.) (Applies only if the Prime Contract contains this clause.)
52.225-8	DUTY FREE ENTRY (OCT 2010) (Applies if Work will be imported into the Customs Territory of the United States. Note 2 applies.)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) (Applies only if the Prime Contract contains this clause.)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Applies if this Contract exceeds \$150,000. Note 2 applies to subsection (a) only)
52.227-9	REFUND OF ROYALTIES (APR 1984) (Applies when reported royalty exceeds \$250. Note 1 applies except for the first two times "Government" appears in paragraph (d). Note 2 applies.)
52.227-10	FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007) (Applies if the Work or any patent application may cover classified subject matter.)
52.227-11	PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014) (Applies if this Contract includes, at any tier, experimental, developmental, or research Work and SELLER is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the BUYER Procurement Representative identified on the face of this Contract. FAR 52.227-13 applies in lieu of this clause if SELLER is not

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	located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.)
52.227-13	PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT (DEC 2007) (Applies if this Contract is for experimental, developmental or research work and SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government. Paragraph (g) is deleted. If not otherwise included in this Contract, the name and address of the contracting officer may be obtained from BUYER’s authorized representative.)
52.227-14	RIGHTS IN DATA – GENERAL (MAY 2014) (Does not apply if DFARS 252.227-7013 applies).
52.227-19	COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (DEC 2007)
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (Applies if this Contract involves Work on a Government installation. Note 2 applies. Note 4 applies to paragraph (b). Unless otherwise specified by this Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)
52.230-2	COST ACCOUNTING STANDARDS (MAY 2018) (DEVIATION 2018-O0015) (Applies as applicable.)
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015) (Applies only when referenced in this Contract that modified CAS coverage applies. “United States” means “United States or BUYER.” Delete paragraph (b) of the clause.) However, audit of and access to SELLER’s proprietary financial data shall be limited to the US Government and SELLER’s disclosure statement shall only be released to the US Government.
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2018) (DEVIATION 2018-O0015) (Applies as applicable).
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS (OCT 2015) (Applies only when referenced in this Contract, modified CAS coverage applies. Note 3 applies in the second and third sentences.) However, audit of and access to SELLER’s proprietary financial data shall be limited to the US Government and SELLER’s disclosure statement shall only be released to the US Government.
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS (MAY 2018) (DEVIATION 2018-O0015) (Applies as applicable)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010) (Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.)
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012) (Applies if this is a labor hour or time and materials prime contract. Notes 1 and 2 apply. In paragraph (g)(2) “6 years” is changed to “five years.” (i) are deleted.)
52.232-16	“PROGRESS PAYMENTS” (APR 2012) (“Contracting Officer” means “BUYER” except in paragraph (g) where it means “BUYER or Contracting Officer.” “Government” means “BUYER” except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means “BUYER and the Government.” Not applicable to Commercial Items as defined in FAR 2.101.) To the extent this clause is inapplicable to the performance of this Contract, the parties shall consider such clause to be self-deleting, and it shall not impose any obligation on the Parties.
52.232-17	INTEREST (MAY 2014). (“Government” means “BUYER.” Not applicable to Commercial Items as defined in FAR 2.101.)
52.232-20	LIMITATION OF COST (APR 1984) (Applies if this is a fully funded cost reimbursement Contract. Notes 1 and 2 apply.)
52.232-22	LIMITATION OF FUNDS (APR 1984) (Applies if this Contract is an incrementally funded cost reimbursement Contract. Notes 1 and 2 apply.)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013).

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	(Applies to subcontracts where software or services will be retransferred to the Government.)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (Applies if SELLER is a small business concern. Note 1 applies. This clause does not apply if BUYER does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)
52.233-3	PROTEST AFTER AWARD (AUG 1996) (In the event BUYER's customer has directed BUYER to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, BUYER may, by written order to Contractor, direct Contractor to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from BUYER". Alternate I (JUN 1985) applies to cost reimbursement type contract(s).)
52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (SEP 2016) (Notes 1 and 2 apply.)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984) (Applies if Work is performed on a government installation. Note 2 applies. Note 4 applies to the second time "Government" appears in the clause.)
52.242-13	BANKRUPTCY (JUL 1995) (Notes 1 and 2 apply.)
52.242-15	STOP-WORK ORDER (AUG 1989) (Notes 1 and 2 apply. Alternate I (APR 1984). Applies if this is a cost-reimbursement contract.)
52.243-1	CHANGES - FIXED PRICE (AUG 1987) (Notes 1 and 2 apply. Alternate I applies if this Contract is for services. Alternate II applies if this contract is for supplies and services.)
52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) (Notes 1 and 2 apply. Applies if this is a cost-reimbursement contract.)
52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000) (Notes 1 and 2 apply. Applies if this is a labor hour or time and materials contract.)
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2019)
52.245-1	GOVERNMENT PROPERTY (JAN 2017). ("Contracting Officer" means "BUYER" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs I and (h)(4) where it includes BUYER. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "BUYER" and except in paragraphs (d)(2) and (g) where the term includes BUYER. The following is added as paragraph (n) "SELLER shall provide to BUYER immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with SELLER, or (ii) makes a determination that SELLER's property management practices are inadequate, and/or present an undue risk, or that SELLER has failed to take corrective action when required.")
52.245-9	USE AND CHARGES (APR 2012). (Applies to subcontract involving the use of government property. Communications with the Government under this clause will be made through BUYER.)
52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996) (Note 2 applies. Note 3 applies, except in paragraph (b) the second time "Government" appears; (f), (h), U, and (I) where Note 1 applies.)
52.246-2 ALT I	ALTERNATE I - INSPECTION OF SUPPLIES FIXED-PRICE (JUL 1985). (Applicable to fixed price incentive subcontracts. "Government" means "BUYER and the Government" except in paragraphs (f), (j), and (I) where it means "BUYER." "Contracting Officer" means "BUYER.")
52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT (MAY 2001) (Applies if this is a cost-reimbursement contract. Note 1 applies, except in paragraphs (b), (c), and (d) where Note 3 applies.

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52.246-4	INSPECTION OF SERVICES – FIXED PRICE (AUG 1996) (Note 3 applies, except in paragraphs © and (f) where Note 1 applies.)
52.246-5	INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984) (Applies if this is a cost-reimbursement contract. Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (c).)
52.246-24	LIMITATION OF LIABILITY – HIGH VALUE ITEMS (FEB 1997) (Applies to the F-35, F-22, F-16, C-130 and C-5 Programs only. Paragraph F. (2) Additional Provisions applies to all new programs and ADP programs. Applies to high value line items only. For the purpose of this clause an item is a high value item if the unit cost of the item exceeds \$100,000. The reference to Government acceptance shall mean “acceptance by the Government of the Prime Contract end item containing SELLER’s items.”)
52.246-25	LIMITATION OF LIABILITY – SERVICES (FEB 1997) (Applies to the F-35, F-22, F-16, C-130 and C-5 Programs only. Paragraph F. (2) Additional Provisions applies to all new programs and ADP programs. In paragraph (a) the phrase “services delivered under this contract” means “services delivered under the Prime Contract.”)
52.246-6	INSPECTION TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) (Applies if this is a labor hour or time and material contract. In paragraphs (b), (c), (d), Note 3 applies; in paragraphs (c), (f),(g),(h), Note 1 applies.
52-247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) (Applies if this Contract involves international air transportation.)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)
52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) (Applies is this is a cost reimbursement contract and transportation will be reimbursed as a direct charge to the Contract. Note 5 applies. Delete subparagraph (a)(2).)
52.248-1	VALUE ENGINEERING (OCT 2010) (Applies if this Contract exceeds \$150,000. Note 1 applies, except in paragraphs (c) (5), where Note 3 applies and except in (b)(3) where Note 4 applies, and where “Government” precedes “cost” throughout. Note 2 applies. In paragraph (m) “Government is unchanged.” Also, “Government” does not mean “BUYER” in the phrase “Government costs.”)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) (Notes 1 and 2 apply. Note 4 applies to the first time “Government” appears in paragraphs (b)(4} and (b)(6), it applies to all of paragraph (b)(8) and it applies to the second time “Government” appears in paragraph (d). In paragraph (n) “Government” means “BUYER and the Government”, paragraph (c) “120 days” is changed to “90 days.” In paragraph (d) “15 days” is changed to “30 days,” and “45 days” is changed to “60 days. “In paragraph (c) “1 year” is changed to “9 months.” Paragraph (j” is deleted. In paragraph (l) “90” days” is changed to “60 days.” Settlements and payments under this clause may be subject to the approval of the Contracting Officer.). (a) BUYER may terminate, for its convenience, performance of Work not yet delivered under this Contract in whole or, from time to time, in part if: (1) BUYER’s prime contract is terminated for default or convenience by the government; provided, however, to the extent such termination does not result in termination of that portion of the prime contract which relates to the supplies to be delivered by Seller to BUYER under the Contract, then BUYER may not terminate this Contract for convenience; and/or, (2) BUYER reasonably believes that Seller is or may be in default (as defined in clause BJ position but BUYER, in its sole judgment, prefers to terminate for convenience and not for default pursuant to the Default clause of this Contract; and/or, (3) SELLER experiences on excusable delay as provided for in clause titled “Excusable Delay” greater than 60 days; and/or (4) If BUYER has not yet been awarded o contract by its prime contract customer and has already issued a contract to SELLER, but no such prime contract is ever awarded to BUYER. BUYER shall terminate by delivering to SELLER a Notice of Termination specifying the extent of

CLAUSES	TITLE
	<p>termination and the effective date. (b) Provided, however, BUYER shall not use this "Termination for Convenience" clause for reasons such as terminating this Contract for convenience merely to make an award to another subcontractor or to manufacture supplies itself.</p>
52.249-5	<p>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (AUG 2016) (Applies in lieu of FAR 52.249-2 if this Contract is for research and development work with an educational or nonprofit institution on a no-profit or no-fee basis. Notes 1 and 2 apply. In paragraph € "120 days" is changed to "60 days." In paragraph (d) "1 year" is changed to "6 months" In paragraph E, "1 year" is changed to "6 months." Paragraph (h) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)</p>
52.249-6	<p>TERMINATION (COST-REIMBURSEMENT) (MAY 2004) (Notes 1 and 2 apply. Substitute "90 days" for "120 days" and "90-day" for "120-day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes" clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer. Alternate IV (SEP 1996) applies if this is a labor hour or time and materials contract.). BUYER may terminate, for its convenience, performance of Work not yet delivered under this Contract in whole or, from time to time, in part if:</p> <ol style="list-style-type: none"> (1) BUYER's prime contract is terminated for default or convenience by the government; provided, however, to the extent such termination does not result in termination of that portion of the prime contract which relates to the supplies to be delivered by Seller to BUYER under the Contract, then BUYER may not terminate this Contract for convenience; and/or, (2) BUYER reasonably believes that Seller is or may be in default (as defined in clause 8) position but BUYER, in its sole judgment, prefers to terminate for convenience and not for default pursuant to the Default clause of this Contract; and/or, (3) SELLER experiences an excusable delay as provided for in clause titled "Excusable Delay" greater than 60 days; and/or, (4) If BUYER has not yet been awarded a contract by its prime contract customer and has already issued a contract to SELLER but no such prime contract is ever awarded to BUYER. <p>BUYER shall terminate by delivering to SELLER a Notice of Termination specifying the extent of termination and the effective date. Provided, however, BUYER shall not use this "Termination for Convenience" clause for reasons such as terminating this Contract for convenience merely to make an award to another subcontractor or to manufacture supplies itself.</p>
52.249-8	<p>DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (Notes 1 and 2 apply, except Note 1 is not applicable to paragraph (c). Note 4 applies to the second and third time "Government" appears in paragraph (c). Timely performance is a material element of this Contract.)</p>
52.249-14	<p>EXCUSABLE DELAYS (APR 1984) (Note 2 applies except in paragraph (a)(2); Note 1 applies to (c). In (a)(2) delete "either" and "or contractual".</p>

DFARS CLAUSES

CLAUSE	TITLE
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2008) (Applies if this Contract exceeds \$150,000. The terms “contract,” “contractor,” and “subcontract” shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). In paragraph (c), the remedies described in subparagraphs (2) and (3) are available to BUYER not the Government. In paragraph (f), note 5 applies.)
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) (Applies when FAR 52.203-13 applies to this Contract.)
252.203-7004	DISPLAY OF FRAUD HOTLINE POSTER(S) (OCT 2016) (Applies in lieu of FAR 52.203-14.)
252.204-7009	LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) (Applies if this Contract involves services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting.)
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019) (Applies if this Contract is for operationally critical support or for which performance will involve covered defense information. SELLER shall furnish BUYER copies of cyber incident notices provided to the Contracting Officer at the time such cyber incident notices are sent. SELLER shall also furnish BUYER copies of any reports SELLER receives from its lower tier subcontractors.)
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016) (SELLER’s disclosure of proprietary and confidential financial, proposal, and procurement records shall only be released to the US Government)
252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (DEC 2019) (Copies of reports provided by SELLER under this clause will be provided to BUYER.)
252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020) (Applies except if this Contract is for commercial off the shelf items.)
252.208-7000	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT FURNISHED MATERIAL (DEC 1991). (Applies in all solicitations for subcontracts for items containing precious metals.)
252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016) (Applies if this Contract requires the Work to contain unique item identification.” Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to BUYER. “Government” means “BUYER” except in the definition of “issuing agency” in paragraph (a).
252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012). (Applies if Seller will be in possession of Government property for the performance of this contract.)
252.215-7010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER DATA THAN CERTIFIED COST OR PRICING DATA (JUL 2019) This clause applies in lieu of FAR 52.215-20. Contracting Officer means “BUYER” except in paragraph (b)(ii) (c).
252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) – BASIC (DEC 2018) (Applies if FAR 52.219-9 applies to this Contract.)
252.222-7006	RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010) (The certification in paragraph (b)(2) applies to both SELLER in its own capacity and to SELLER’s covered subcontractors.)

CLAUSE	TITLE
252.223-7001	HAZARD WARNING LABELS (DEC 1991) (Applies if this Contract requires the delivery of hazardous materials.)
252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994) (Applies only if the articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants. Notes 2, 3, and 5 apply to paragraphs (g)(1)(i) and (c) (1)(ii). Note 3 applies. Delete "prime" in (g)(1)(ii) and add "and BUYER Procurement Representative." Delete in (g)(1)(ii) "substituting its name for references to the Government.")
252.223-7003	CHANGE IN PLACE OF PERFORMANCE – AMMUNITION AND EXPLOSIVES (DEC 1991) (Applies if DFARS 252.223-7002 applies to this Contract. Notes 2 and 4 apply.)
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 when arms, ammunition, and explosives will be provided to SELLER as Government Furnished Property.)
252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) (Note 2 applies.)
252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2017) (Applies if the Work contains other than domestic components. Applies in lieu of FAR 52.225-1.)
252.225-7007	PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018) (Applies if this contract is for an item on the United States Munitions List or the 600 series of the Commerce Control List.)
252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (DEC 2019) (Applies if the Work to be furnished contains specialty metals. Paragraph (d) is deleted.)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)
252.225-7013	DUTY-FREE ENTRY (MAY 2016) (Notes 1 and 2 apply in subparagraph (c). Applies in lieu of FAR 52-225-8. The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact BUYER's Procurement Representative.
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. Note 1 applies to subparagraph (a) (2).)
252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003). (The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.)
252.225-7028	EXCLUSIONAR POLICIEWS AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003). (Does not apply for Commercial Items as defined in FAR 2.101.)
252.225-7033	WAIVER OF UNITED KINGDOM LEVIES (APR 2003) (Applies if this Contract is with a United Kingdom firm. Note 2 applies. Note 1 applies to the second sentence of paragraph (a).)
252.225-7043	ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015) (Applies where SELLER will be performing or traveling outside the U.S. under this Contract. For paragraph ©, see applicable information cited in DFARS 225.7401.)
252.225-7048	EXPORT-CONTROLLED ITEMS (JUN 2013)
252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALIM, AND TUNGSTEN (OCT 2020) (Applies except where an exception in paragraph (c) applies.)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019) (Applies if this Contract exceeds \$500,000. Note 2 applies to paragraph (c) the first time "Contracting Officer" appears. In subparagraph (f)(1) "Contractor" shall mean

CLAUSE	TITLE
	"BUYER." BUYER shall have no liability to SELLER for any incentive payment under this clause unless and until the Government provides said incentive payment to BUYER.)
252.227-7013	RIGHTS IN TECHNICAL DATA –NONCOMMERCIAL ITEMS (FEB 2014) (Applies in lieu of FAR 52.227-14. Applies to the extent specified in DFARS 252.227-7015.)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014) (Applies in lieu of FAR 52.227-14.)
252.227-7015	TECHNICAL DATA – COMMERCIAL ITEMS (FEB 2014)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE (SEP 2016)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013) (For paragraph (c) (1), note 3 applies.)
252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988). This clause, if included in BUYER's prime contract, applies to technical data or computer software identified as deferred delivery data or computer software in BUYER's prime contract and included in Seller's contract with BUYER and such deferred delivery data or computer software pertains to this Contract. BUYER may require delivery of deferred delivery data or computer software only on behalf of the US Government and, at SELLER's request, BUYER shall provide evidence of such request from the US Government.
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988). This clause applies only if included in BUYER's prime contract and applicable to Seller's contract and, if so, BUYER may only order permitted technical data or computer software under this clause if, and to the extent, the Government has exercised its rights under this clause. At SELLER's request, BUYER shall provide evidence of the US Government request to SELLER.
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) (The definitions for "contract" and "subcontract" shall not apply herein, except for the first reference to contract. Note 4 applies.)
252.227-7030	TECHNICAL DATA – WITHHOLDING OF PAYMENT (MAR 2000) (Notes 1 and 2 apply to (a); Note 4 applies to (b).)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)
252.227-7038	PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012) (Applies if (1) SELLER is not small business or nonprofit organization subject to FAR 52.227-11, and (2) the Contract is for experimental, developmental, or research work.)
252.228-7001	GROUND AND FLIGHT RISK (JUN 2010). (In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through BUYER. Any equitable adjustment provided for this Clause shall be implemented in this Contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. Does not apply for Commercial Items as defined in FAR 2.101.)
252.228-7005	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991) (In paragraph (a) note 5 applies. In paragraph (b) note 3 applies.)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7017	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS – PROHIBITION ON FEES AND CONSIDERATION (APR 2020) (Note 1 applies.)

CLAUSE	TITLE
252.234-7002A	EARNED VALUE MANAGEMENT SYSTEM" (SEP 2015) (DEVIATION 2015-O0017) (Applies to subcontractors receiving cost or incentive contracts valued at \$100 million or more. Subcontractors receiving cost or incentive contracts exceeding \$20 million shall comply with the requirements of this clause, excluding the requirements of paragraph (c).)
252.234-7004	COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014). (Applies to subcontracts in excess of \$50,000,000. In paragraph (b), "Government" means BUYER. Not applicable to Commercial Items as defined in FAR 2.101.)
252.235-7003	FREQUENCY AUTHORIZATION – BASIC (MAY 2014) (Applies if this Contract requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization. Note 2 applies.)
252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013). (Applies if subcontract requires subcontractor personnel to interact with detainees in the course of their duties.)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991) (Applies if this is a fixed price contract).
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT" (DEC 2012). (Applies if subcontract is over \$150,000. "Government" means "BUYER." Does not apply for Commercial Items as defined in FAR 2.101.)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2020).
252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017). (Applies if government property will be located at supplier's facilities. "Contracting Officer" means BUYER.)
252.246-7001 ALT I	WARRANTY OF DATA (MAR 2014). (Applies if Seller is required to provide data. "Government" means "BUYER or the Government." "Contracting Officer" means "BUYER." The last sentence in paragraph (b) is changed to read as follows: "The warranty period shall extend for three years after completion of delivery of the data to BUYER, or if the data is delivered to the Government, either by BUYER or Seller, the warranty period shall extend for three years after delivery to the Government." Does not apply for Commercial Items as defined in FAR 2.101.)
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (Applies if this Contract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. Contractor shall provide notifications to BUYER and the contracting officer identified to SELLER.)
252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) (Paragraphs (a) through (e) apply. To the extent this clause conflicts with other provisions of this contract, this clause shall prevail. In paragraph (c)(2) Note 3 applies. In paragraph (c)(6) Note 6 applies.)
252.246-7008	SOURCES OF ELECTRONIC PARTS (MAY 2018) (Applies if this contract is for electronic parts or assemblies containing electronic parts, unless SELLER is the original manufacturer. Note 1 applies except in paragraph (d). Note 2 applies.
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - BASIC (FEB 2019) (Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below the simplified acquisition threshold. Notes 1 and 2 apply to paragraph (g).)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (Applicable if this Contract meets the criteria set forth in paragraph (b) (2) (ii) of the clause. Notes 1 and 2 apply.)
252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (JUN 2020) (Applies if this Contract is equal or exceeds the threshold specified in DFARS 249.7003(c)(2)(i) and "249.7003(c)(2)(ii). Note 2 applies. Delete paragraph (d)(1) and the first five words of paragraph (d)(2).)

CLAUSE	TITLE
	(c) When subcontracts have been issued, the prime contractor is responsible for— (1) Providing notice of the termination or substantial reduction in funding to all first-tier subcontractors with a subcontract valued equal to or greater than \$700,000; and (2) Requiring that each subcontractor: (i) Provide such notice to each of its subcontractors for subcontracts valued greater than \$150,000; and (ii) Impose a similar notice and flow down requirement in subcontracts valued greater than \$150,000 at all tiers.

AFFAIRS CLAUSES

CLAUSE	TITLE & DATE
252.201-9101	“OMBUDSMAN” (JUN 2016) (Applies to all subcontracts).
5352.223-9000	“ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)” (NOV 2012). (The blank in paragraph (d) is completed with "None." In paragraph (d), "Contracting Officer" means "BUYER." Not applicable to Commercial Items as defined in FAR 2.101.)
5352.223-9001	“HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS” (NOV 2012). (Applies if Seller will perform work under this Contract on a government installation. "Contracting Officer" means "BUYER." Not applicable to Commercial Items as defined in FAR 2.101.)
5352.242-9000	“CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS” (NOV 2012). (Applies if Seller will perform work under this Contract on a government installation. "Contracting Officer" means "BUYER." In paragraph (e) "the prime contractor" means "Seller." Not applicable to Commercial Items as defined in FAR 2.101.)