

FA8617-18-D-6219_T-7A Flowdowns_09-12-2022

U.S. GOVERNMENT CLAUSES

Prime Contract Number: FA8617-18-D-6219

Date of Creation: 09-12-2022

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

CLAUSE	TITLE & DATE
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold.
52.203-7	Anti-Kickback Procedures (MAY 2014). Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause, excluding subparagraph (c)(1), applies only if this contract exceeds \$150,000.
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold.If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold.
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010).
52.203-13	Contractor Code of Business Ethics and Conduct (OCT 2015). This clause applies only if this contract is in excess of \$5,500,000 and has a period of performance of more than 120 days.
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010). This clause applies if this contract is funded in whole or in part with Recovery Act funds.
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014). This clause applies only if this contract exceeds \$150,000.
52.204-2	Security Requirements (AUG 1996). The reference to the Changes clause means the changes clause of this Contract. This clause applies only if the Contract involves access to classified material.
52.204-7	Central Contractor Registration (APR 2008).
52.204-9	Personal Identity Verification of Contractor Personnel. (JAN 2011). This clause applies only if performance under this contract requires Seller to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.
52.204-10	Reporting Executive Compensation And First-Tier Subcontract Awards (OCT 2015). Delete all paragraphs and replace with the following: "If Seller meets the executive compensation reporting requirements of 52.204-10, Seller shall provide the required executive compensation information by maintaining an active registration in the U.S. government System

CLAUSE	TITLE & DATE
	for Award Management (SAM) in accordance with 52.204-7. The required information of 52.204-10 will be made public."
52.204-13	System for Award Management Maintenance (JUL 2013).
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014). In this clause, "Contractor" means "Buyer." Seller shall submit the information required by paragraph (f) (1) for services performed under this contract at or above the thresholds set forth in 4.1703(a)(2), during the preceding fiscal year (October 1-Sept 30) to Buyer annually by Oct. 15th. In accordance with paragraph (f) (2), this information 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 Information Systems (JUN 2016).
52.209-6	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (OCT 2015). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.
52.211-5	Material Requirements (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.
52.211-15	Defense Priority and Allocation Requirements (APR 2008). This clause is applicable if a priority rating is noted in this contract.
52.215-2	Audit and Records - Negotiation (OCT 2010). This clause applies only if this contract exceeds \$150,000 and (i) is costreimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types; (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause. Notwithstanding the above, Buyer's rights to audit Seller are governed by the Financial Records and Audit article of the General Provisions incorporated in the Contract.
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (OCT 2010). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. "Contracting Officer" shall mean "Contracting Officer or Buyer." In subparagraph (d)(2)(i)(A), delete "to the Contracting Officer." In subparagraph (d)(2)(ii)(B), "Government" means "Government" or "Buyer." In Paragraph (e), "United States" shall mean "United States or Buyer."
52.215-12	Subcontractor Certified Cost or Pricing Data (OCT 2010). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt.
52.215-13	Subcontractor Certified Cost or Pricing Data -- Modifications (OCT 2010). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt.
52.215-14	Integrity of Unit Prices (OCT 2010). This clause applies except for contracts at or below \$150,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

CLAUSE	TITLE & DATE
52.215-15	Pension Adjustments and Asset Reversions (OCT 2010). This clause applies to this contract if it meets the requirements of FAR 15.408(g).
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005). This clause applies to this contract if it meets the requirements of FAR 15.408(j).
52.215-19	Notification of Ownership Changes (OCT 1997). This clause applies to this contract if it meets the requirements of FAR 15.408(k).
52.215-21	Requirement for Certified Cost or Pricing Data or Information Other Than Certified Cost and Pricing Data - Modifications (OCT 2010). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer. Insert the following in lieu of paragraph (a)(2): "Buyer's audit rights to determine price reasonableness shall also apply to verify any request for an exception under this clause. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace."
52.215-23	Limitations on Pass-Through Charges (OCT 2009)
52.219-8	Utilization of Small Business Concerns (OCT 2014).
52.219-9	Small-Business Subcontracting Plan (AUG 2018). This clause applies only if this contract exceeds \$700,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause.
52.219-28	Post-Award Small Business Program Representation (JUL 2013). In paragraph (b), delete "...or, if applicable paragraph (g) of this clause..." Delete paragraph (c) and insert the following paragraph (c) in lieu thereof: "Seller shall represent its size status in accordance with SBA's size code standards in effect at the time of this representation to Buyer. The size status shall correspond to the North American Industry Classification System (NAICS) code applicable to Seller's contract." Delete paragraphs (d) and (g). Delete paragraph (e) and insert the following paragraph (e) in lieu thereof: "Seller shall make the representation required by paragraph (b) of this clause by submitting an updated Buyer Form F70102 or updating Seller's profile information on line in Buyer's BEST system."
52.222-1	Notice to the Government of Labor Disputes (FEB 1997). The terms "Contracting Officer" shall mean Buyer.
52.222-19	Child Labor - Cooperation with Authorities and Remedies (JAN 2018). In (d), "Contracting Officer" means Buyer.
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000. (MAY 2014). This clause applies only if this contract exceeds \$15,000.
52.222-21	Prohibition of Segregated Facilities (APR 2015).
52.222-26	Equal Opportunity (APR 2015).
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (OCT 2015)
52.222-36	Equal Opportunity for Workers with Disabilities (JUL 2014). This clause applies only if this contract exceeds \$15,000.
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (FEB 2016)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-41	Service Contract Labor Standards (MAY 2014). This clause applies only if this contract is subject to the Act. Where applicable, Wage Determination(s) shall be attached to the purchase contract at the time of award, or furnished upon request.

CLAUSE	TITLE & DATE
52.222-50	<p>Combating Trafficking in Persons (MAR 2015).</p> <p>The term “contractor” shall mean “Seller”, except in the paragraph (a) definition of Agent, and except when the term “prime contractor” appears, which shall remain unchanged. The term “Contracting Officer” shall mean “Contracting Officer, Buyer's Authorized Procurement representative” in paragraph (d)(1). Paragraph (d)(2) shall read as follows: “If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract.” The term “the Government” shall mean “the Government and Buyer” in paragraph (e). The term “termination” shall mean “Cancellation” and “Cancellation for Default”, respectively, in paragraph (e)(6). The term “Contracting Officer” shall mean “Contracting Officer and Buyer” in paragraph (f), except in paragraph (f)(2), where it shall mean “Contracting Officer or Buyer”. Paragraph (h)(2)(ii) shall read as follows: “To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.” The term “Contracting Officer” shall mean “Contracting Officer or Buyer” in paragraph (h)(4)(ii). The term “Contracting Officer” shall mean “Buyer” in paragraph (h)(5).</p>
52.222-50 ALT I	<p>Combating Trafficking in Persons Alternate I (MAR 2015).</p> <p>The term “contractor” shall mean “Seller”, except in the paragraph (a) definition of Agent, and except when the term “prime contractor” appears, which shall remain unchanged. The term “Contracting Officer” shall mean “Contracting Officer, Buyer's Authorized Procurement representative” in paragraph (d)(1). Paragraph (d)(2) shall read as follows: “If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract.” The term “the Government” shall mean “the Government and Buyer” in paragraph (e). The term “termination” shall mean “Cancellation” and “Cancellation for Default”, respectively, in paragraph (e)(6). The term “Contracting Officer” shall mean “Contracting Officer and Buyer” in paragraph (f), except in paragraph (f)(2), where it shall mean “Contracting Officer or Buyer”. Paragraph (h)(2)(ii) shall read as follows: “To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.” The term “Contracting Officer” shall mean “Contracting Officer or Buyer” in paragraph (h)(4)(ii). The term “Contracting Officer” shall mean “Buyer” in paragraph (h)(5).</p>
52.222-54	<p>Employment Eligibility Verification (OCT 2015). This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (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), or (ii) construction; (2) has a value of more than \$3,500; and (3) includes work performed in the United States.</p>
52.222-55	<p>Minimum Wages Under Executive Order 13658 (DEC 2015).</p> <p>This clause applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" shall mean "Buyer" except for paragraphs (e)(2), (4) and (g). If the Government exercises a withhold identified in the paragraph (g) against Buyer as a result of the Seller’s violation of its obligations under this clause, Buyer may impose that withhold against the Seller.</p>
52.222-99	<p>Establishing a Minimum Wage for Contractors (Deviation) (JUN 2014).</p>
52.223-3	<p>Hazardous Material Identification and Material Safety Data (JAN 1997)</p>
52.223-3 ALT I	<p>Hazardous Material Identification and Material Safety Data Basic (JAN 1997), Alternate I (JUL 1995) . This clause applies only if Seller delivers hazardous material under this contract.</p>

CLAUSE	TITLE & DATE
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016). Seller shall submit the information required by paragraph (c) (1) annually to Buyer by October 15th during each year of contract performance, and at the end of contract performance.
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (JUN 2016). Seller shall submit the information required by paragraph (d)(1) to Buyer no later than October 15th of each year during contract performance, and at the end of contract performance.
52.223-15	Energy Efficiency In Energy-Consuming Products (DEC 2007).
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving (AUG 2011).
52.225-3	Buy American Act-Free Trade Agreements-Israeli-Trade Act (MAY 2014). "Contracting Officer" means Buyer in paragraph (b). In paragraph (c), the phrase "in the provision entitled 'Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate'" is deleted.
52.225-5	Trade Agreements (FEB 2016). In paragraph (b), the phrase "in the provision entitled 'Trade Agreement Certificate' " is deleted.
52.225-13	Restriction on Certain Foreign Purchases (JUN 2008).
52.225-26	Contractors Performing Private Security Functions Outside the the United States (JUL 2013).
52.227-1	Authorization and Consent (DEC 2007).
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007). A copy of each notice sent to the Government shall be sent to Buyer.
52.228-5	Insurance - Work on a Government Installation (JAN 1997). This clause applies to contracts that requires work on a Government installation. In paragraph (b) and (b)2, "Contracting Officer" shall mean "Buyer". In paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer". Seller shall provide and maintain insurance as set forth in this contract
52.230-6	Administration of Cost Accounting Standards (JUN 2010). Add "Buyer and the" before "CFAO" in paragraph (m). This clause applies if clause H001, H002, H004 or H007 is included in this contract.
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013).
52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013). This clause applies to contracts with small business concerns. The term "Contractor" retains its original meaning.
52.234-1	Industrial Resources Developed Under Defense Production Act Title III (DEC 1994).
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984). This clause applies only if work will be performed on a Government installation. "Contracting Officer" shall mean Buyer.
52.244-6	Subcontracts for Commercial Items (JUN 2016). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.
52.245-1	Government Property (APR 2012). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer.
52.247-63	Preference for U.S.-Flag Air Carriers (JUN 2003). This clause only applies if this contract involves international air transportation

CLAUSE	TITLE & DATE
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). This clause does not apply if this contract is for the acquisition of commercial items unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.
52.247-1	Value Engineering (OCT 2010)
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) (APR 2012). Provisions apply except for subparagraphs (d) and (j). The phrase "1 year" is deleted each place it occurs and "six months" is substituted in its place. The time for requesting an equitable adjustment under subparagraph (l – lower case letter L) is reduced to 45 days. Settlements and payments under this article may be subject to approval by the Contracting Officer and the Settlement Review Board. To the extent there is a conflict between this clause and any other Termination for Convenience clause, the terms of this clause shall control.
52.251-1	Government Supply Sources (APR 2012). This clause applies only if Seller is notified by Buyer in writing that Seller is authorized to purchase from Government supply sources in the performance of this contract.
52.243-1	Computer Generated Forms (JAN 1991)

DFARS CLAUSES

CLAUSE	TITLE & DATE
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold and is not for the purchase of commercial items or commercial components. Except in paragraph (a), "this contract" and "the contract" mean the contract between Buyer and Seller. In subparagraph (d)(2), delete the words "or first-tier subcontractor." In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Buyer, not the Government. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer." Paragraph (g) is deleted.
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013).
252.203-7003	Agency Office of the Inspector General. (DEC 2012). This clause applies if FAR 52.203-13 applies.
252.203-7004	Display of fraud hotline poster(s) (OCT 2016)
252.204-7000	Disclosure of Information (OCT 2016). Seller shall submit requests for authorization to release information through Buyer. Seller shall submit written requests to Buyer a minimum of 25 days prior to proposed date of release.
252.204-7012	Safeguarding of Unclassified Controlled Technical Information (OCT 2016)
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016).
252.211-7000	Acquisition Streamlining (OCT 2010). This clause applies only if this contract exceeds \$1.5 million.

CLAUSE	TITLE & DATE
252.211-7003	Item Unique Identification and Valuation (MAR 2016). This clause applies if this contract acquires any item for which unique item identification is required in accordance with paragraph (c) (1) of this clause. Any exceptions under paragraph (c) (1) (i) or specific items requiring a unique item identifier in accordance with paragraph (c) (1) (ii)-(v), if any, shall be identified in an exhibit in this contract.
252.211-7006	Radio Frequency Identification (SEP 2011). This clause applies to shipments from Seller to the Government.
252.215-7000	Pricing Adjustments (DEC 2012). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4.
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) Deviation (AUG 2016). Paragraph (e) is deleted.
252.219-7004	Small Business Subcontracting Plan (Test Program) (OCT 2014). This clause applies if Seller participates in the test program described in DFARS 219.702.
252.223-7001	Hazard Warning Labels (DEC 1991). This clause applies only if Seller delivers hazardous material under this contract. The term Offeror means Seller.
252.223-7002	Safety Precautions for Ammunition and Explosives (MAY 1994). This clause applies only if this contract involves ammunition or explosives. "Government" means Government or Buyer in paragraph (b)(2), each time it appears in (e), (f)(1), (f)(2), the first time it appears in (g)(1)(i), and in (g)(3). "Government" means Buyer in paragraphs (c)(3), (c)(4), (c)(5), and the second time it appears in (g)(1)(i). "Contracting Officer" means Contracting Officer and Buyer in paragraph (g)(4). "Contracting Officer" means Buyer in paragraphs (c)(1), (c)(2), (c)(3), (c)(4), (c)(5), and each time it appears in (d).
252.223-7006	Prohibition on Storage, Treatment, And Disposal of Toxic Or Hazardous Materials (SEP 2014). This clause applies if the contract requires, may require, or permits Seller access to a DoD installation. Seller shall include this clause in any of their subcontracts.
252.223-7006 ALT I	Prohibition on Storage, Treatment, And Disposal of Toxic Or Hazardous Materials Alternate I (SEP 2014). This clause applies to this contract if it requires, may require, or permits Seller to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in this clause.
252.223-7008	Prohibition of Hexavalent Chromium (JUN 2013). "Contracting Officer" shall mean Buyer.
252.225-7001	Buy American Act and Balance of Payments Program (DEC 2017). In paragraph (c), the phrase "in the Buy American Balance of Payments Program Certificate provision of the solicitation" is deleted and the word "certified" is deleted and replaced with the word "specified."
252.225-7001 ALT I	Buy American—Balance of Payments Program Certificate—Alternate I Alternate I (NOV 2014).
252.225-7002	Qualifying Country Sources as Subcontractors (DEC 2017).
252.225-7004	Reporting Of Contract Performance Outside The United States And Canada - Submission After Award (OCT 2010). "Contracting Officer" means "Buyer." Paragraph (c)(5) is deleted. In (d)(2) "from the Contracting Officer or" is deleted.
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (SEP 2006). This clause applies if this contract is for the purchase of items covered by the United States Munitions List.

CLAUSE	TITLE & DATE
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014). Paragraphs (d) and (e) (1) of this clause are excluded. In paragraph (d) (1) (i), "Contracting Officer" means Buyer. In paragraph (e)(2) "Government" means Buyer. Paragraph (c)(6) is revised as follows: (c)(6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals (i.e., specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item. This exception does not apply to high performance magnets containing specialty metals. If the Seller will furnish goods that contain otherwise noncompliant specialty metals (i.e., specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), then the Seller shall disclose to the Buyer (i) the total weight of all specialty metals in each of the goods of this contract, and (ii) the total weight of the noncompliant specialty metals in each of those goods. In the calculation of total weight of noncompliant specialty metals in each of the goods, exclude the weight of specialty metals covered by other exemptions in this paragraph (c).
252.225-7012	Preference for Certain Domestic Commodities (DEC 2017).
252.225-7013	Duty Free Entry (MAY 2016). Seller shall include the prime contract number on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause. The information required by paragraph (j)(3) of this clause is available upon request.
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (JUN 2011). This clause does not apply to contracts for commercial items or items that do not contain ball or roller bearings.
252.225-7017	Photovoltaic Devices (DEC 2012). Seller shall notify Buyer immediately if photovoltaic devices will be utilized in performance of this Contract.
252.225-7021	Trade Agreements (OCT 2015). In paragraph (c) (1), the phrase "in the Trade Agreements Certificate provision of the solicitation" is deleted.
252.225-7036	Buy American Act-- Free Trade Agreement --Balance of Payments Program (DEC 2017)
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 2015). This clause applies only if this contract requires Seller to perform or travel outside the United States and Seller is not (1) a foreign government, (2) a representative of a foreign government, or (3) a foreign corporation wholly owned by a foreign government.
252.225-7047	Exports by Approved Community Members in Performance of the Contract. (JUN 2013). If Seller's work under this contract requires export or transfer of qualifying defense articles in connection with deliveries under this contract, Seller is permitted but not required to use the DTC Treaties for such exports or transfers upon notice to and determination by Buyer's authorized Procurement Representative's that such articles are not intended to be excluded from the Treaty. In any event, Seller shall comply with requirement of this clause.
252.225-7048	Export-Controlled Items (JUN 2013).
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts and Native Hawaiian Small Business Concerns (SEP 2004). This clause applies only if this contract exceeds \$500,000.
252.227-7013	Rights In Technical Data -- Noncommercial Items (FEB 2014). This clause applies when technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from Seller or Seller's subcontractors for delivery to the Government.
252.227-7014	Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (FEB 2014). This clause applies when noncommercial computer software or computer software documentation is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

CLAUSE	TITLE & DATE
252.227-7015	Technical Data--Commercial Items (FEB 2014) This clause applies whenever any technical data related to commercial items is developed in any part at private expense and will be obtained from Seller or its subcontractors for delivery to the Government.
252.227-7016	Rights in Bid or Proposal Information (JAN 2011)
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011).
252.227-7019	Validation of Asserted Restrictions - Computer Software (SEP 2011).
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends (MAY 2013). In paragraph (c)(1), the term "Government" shall mean "Government and Buyer".
252.227-7026	Deferred Delivery of Technical Data or Computer Software (APR 1988). This clause applies only if the delivery of data is required or if computer software may be originated, developed or delivered under this contract.
252.227-7027	Deferred Ordering of Technical Data or Computer Software (APR 1988). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.
252.227-7030	Technical Data -- Withholding of Payment (MAR 2000). In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of technical data is required under this contract.
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). This clause applies only if this contract is for experimental, developmental, or research work and Seller is not a small business firm or nonprofit organization.
252.228-7001	Ground and Flight Risk (JUN 2010) Seller acknowledges that the Customer Contract includes DFARS 252.228-7001, Ground and Flight Risk (JUN 2010) (the GFRC), and that the GFRC incorporates DCMA Instruction 8210.1 (21 August 2013), CONTRACTOR'S FLIGHT AND GROUND OPERATIONS, by reference. Seller shall have procedures in place to implement the requirements of the GFRC and DCMA Instruction 8210.1 (21 August 2013), and to enable Buyer to meet its obligations under the prime contract.
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (DEC 1991)
252.229-7003	Tax Exemptions (Italy) (MAR 2012). In paragraph (b)(1), "United States Government" means Buyer. Delete subparagraph (b) (2)
252.229-7005	Tax Exemptions (Spain) (MAR 2012).
252.229-7008	Relief From Import Duty (United Kingdom) (DEC 2011).
252.229-7012	Tax Exemptions (Italy)—Representation (MAR 2012).
252.231-7000	Supplemental Cost Principles (DEC 1991).
252.234-7002	Earned Value Management System Deviation (SEP 2015). Paragraph (k) of this clause is deleted. With the exception of paragraphs (i) and (j), Seller shall comply with EVMS requirements if Seller is identified to comply elsewhere in this contract.
252.234-7004	Cost and Software Data Reporting System. (NOV 2014). CSDR reporting is required by Seller if this contract exceeds \$50 million. The last sentence in paragraph (b) is deleted.
252.235-7003	Frequency Authorization-Basic (Mar 2014) This clause applies only if this contract requires the development, production, construction, testing, or operation of a device that utilizes radio frequency spectrum. Seller shall, without further adjustment to contract price or fee, provide all necessary support and documentation to obtain radio frequency spectrum certification and/or authorization. The term "Contracting Officer" shall mean "Buyer."
252.235-7003 ALT I	Frequency Authorization-Basic Alternate I (MAR 2014)

CLAUSE	TITLE & DATE
252.239-7018	Supply Chain Risk (OCT 2015). This clause applies to all contracts involving the development or delivery of any information technology, whether acquired as a service or as a supply. "Government" shall mean "Government or Buyer".
252.243-7001	Pricing of Contract Modifications (DEC 1991).
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (JUN 2013)
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property (APR 2012). "Contracting Officer" and "Government" means Buyer. "Government-furnished" means Government or Buyer furnished MC&G property.
252.245-7001	Tagging, Labeling, and Marking Of Government-Furnished Property (APR 2012).
252.245-7004	Reporting, Reutilization, and Disposal (MAR 2015). This clause applies if this contract contains FAR 52.245-1, Government Property. The term "Contracting Officer" shall mean "Buyer".
252.246-7001	Warranty of Data-Basic (MAR 2014). The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data under this contract. "Government" and "Contracting Officer" shall mean Buyer
252.246-7001 ALT I	Warranty of Data Alternate I (MAR 2014). The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data under this contract. "Government" and "Contracting Officer" shall mean Buyer.
252.246-7001 ALT II	Warranty of Data Alternate II (MAR 2014). The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data under this contract. "Government" and "Contracting Officer" shall mean Buyer.
252.246-7003	Notification of Potential Safety Issues (JUN 2013) This clause applies only if this subcontract 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. The notification required by paragraph (c) of this clause will be provided to Buyer and to the administrative contracting officer (ACO) and the procuring contracting officer (PCO) if Seller is aware of the ACO and PCO for the prime contract.
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (AUG 2016) This clause applies to contracts for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing. The term "Contractor" means "Buyer" in the first sentence. In paragraph (c)(6), "Contracting Officer" means "Buyer."
252.246-7008	Sources of Electronic Parts (MAY 2018). This clause applies if the Contract is for electronic parts or assemblies containing electronics parts, unless Seller is the original manufacturer of the electronic parts. The term "Contractor" means Seller and the term "subcontractor" means Seller's lower-tier suppliers. In paragraph (b)(3)(ii)(A), the term "Contracting Officer" means "Buyer's Authorized Procurement Representative." Seller's notification shall include, at a minimum, identification of the electronic parts being procured, identification of Seller's lower-tier supplier providing such electronic parts, Seller's rationale on acceptability of procuring such parts (including risk mitigation), and identification of the product using such parts (by lot or serial numbers).
252.247-7023	Transportation of Supplies by Sea (APR 2014) This clause applies if this contract is for supplies that are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." If this contract exceeds the simplified acquisition threshold, paragraphs (a)-(h) apply. In paragraph (g) "Government" means Buyer. If this contract is at or below the simplified acquisition threshold, paragraphs (f) and (g) are excluded.

CLAUSE	TITLE & DATE
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000). Contracting Officer and, in the first sentence of paragraph (a), Contractor mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.
252.249-7002	Notification Of Anticipated Contract Termination Or Reduction (OCT 2015). "Contracting Officer" shall mean "Buyer". Subparagraph (d)(1) shall be deleted. The phrase "Require that each such subcontractor" of subparagraph (d)(2) shall be deleted.
252.251-7000	Ordering From Government Supply Sources (AUG 2012). This clause applies only if Seller is notified by Buyer in writing that Seller is authorized to purchase from Government supply sources in the performance of this contract.

AFFARS CLAUSES:

CLAUSE	TITLE & DATE5
5352.204-9000	Notification of Government Security Activity (MAR 2012)
5352.223-9000	Elimination of Use of Class I Ozone Depleting Substances (ODS) (NOV 2012).
5352.242-9001	Common Access Cards (CACs) for Contractor Personnel (NOV 2012).

CLAUSES INCORPORATED IN FULL TEXT:

52.246-2 Inspection of Supplies-Fixed Price (AUG 1996), Alternate I (JUL 1985).

H001 Delivery and License Rights for Technical Data and Software Necessary for Operation, Maintenance, Installation and Training (OMIT) (DEC 2016)

(a) Definitions. As used in this special contract requirement and associated Contract Line Items:

1. "OMIT Data" is defined for the purposes of this contract as all technical data, computer software, computer software documentation, computer data bases and graphics pertaining to the Goods required to successfully conduct all operation, maintenance, installation, and training activities, regardless of whether such activities are performed by Air Force military, civilian, or contract personnel.

A. OPERATION

"Operation" includes all procedures, guidance, and instructions for ground and inflight operating, handling, testing, emergency, utilization, familiarization, and functional use of the Goods to perform their intended functions. Operation also includes all data to identify, catalog, stock, source, acquire, procure, replenish, package, handle, store, and transport of the Goods; and the Goods' subsystems, assemblies, subassemblies, components, parts, and pieces.

B. MAINTENANCE

"Maintenance" includes all scheduled and unscheduled organizational, intermediate, and depot-level maintenance and repair capabilities to maintain, inspect, test, service, adjust, troubleshoot, analyze, remove, replace, repair, install, disassemble, reassemble, and overhaul to maintain in, or restore to, a serviceable condition the Goods; and the Goods' subsystems, assemblies, subassemblies, components, parts, and pieces (whether hardware or software). Maintenance includes sustainment of the OMIT data itself.

C. INSTALLATION

"Installation" includes infrastructure such as facility planning, site surveys, hangers, maintenance facilities, supply chain management, hush houses, test cells, test stands and benches, runways, ramps, wash racks, fueling/defueling stations, tools, SE, communications, data links, security, data information technology, and all other data and planning necessary for the initial standup and continued operations, training, sustainment, and maintenance of the Goods at all operational sites as well as organizational, intermediate, and depot-level maintenance requirements in support of the Goods; and the Goods' subsystems, assemblies, subassemblies, components, parts, and pieces.

D. TRAINING

"Training" includes Type 1 training and all other formal and informal classroom, flight line, hanger, simulation, ground operation, and inflight supervised and unsupervised instruction in the flight of, operation of, use of, testing of, supply chain management of, and the organizational, intermediate, and depot-level maintenance of the Goods; and the Goods' subsystems, assemblies, subassemblies, components, parts, and pieces.

2. The term "depot-level maintenance" as used in this contract-

A. Includes, but is not limited to-

- (i) Installation, inspection, localization, isolation, disassembly, interchange, repair, reassembly, alignment, checkout; and
- (ii) Maintenance performed, including modification, testing and reclamation, on material requiring repair, major overhaul, or complete rebuild of parts, assemblies, subassemblies, and end items; and
- (iii) Software maintenance; and
- (iv) Maintenance performed for continuous airworthiness.

B. Does not include the manufacture of new items.

3. Other terms used in this special contract requirement defined in the following clauses have the same meaning as set forth in those clauses:

- A. DFARS 252.227-7013;
- B. DFARS 252.227-7014; and
- C. DFARS 252.227-7015.

(b) Delivery Requirements. Seller shall deliver all technical data, computer software documentation, computer databases, computer software and graphics that are necessary or required to support OMIT and having the characteristics (e.g., content, format, and delivery medium) necessary for OMIT.

1. General. Buyer requirements for such technical data, computer software documentation, computer databases, graphics, and computer software include-

A. No less information or detail than industry standards, nor less than Seller typically requires or uses to perform OMIT activities; and

B. Additional information or detail necessary for military purposes related to OMIT.

2. Depot-Level OMIT Data. Depot-level OMIT data includes a complete package of technical data, computer software documentation, computer databases, graphics and computer software necessary for installation and deinstallation, and disassembly and reassembly, at the lowest practicable segregable level. Examples of data that are needed to perform depot-level maintenance include, but are not limited to, the following:

A. Detailed airframe technical data and information regarding the Goods;

B. Depot-level maintenance technical data and information regarding the Goods and all subsystems and components; and

C. Interface Control Documents (ICDs).

(c) License Rights. Seller hereby grants or shall obtain for the Government unlimited rights in all technical data, computer software, computer databases, graphics, and computer software documentation necessary for OMIT. Any exceptions to this grant for computer software shall be identified and asserted as a restriction on computer software pursuant to H002 and shall include any assertions for commercial computer software required for OMIT, which shall be subject to a commercial license consistent with DFARS 227.7202- 1(a) and H006 (AFMC STD-8 clause), Alternate I and Alternate III only.

(d) Subcontractors and Suppliers. Seller's obligations in this special contract requirement shall apply to all technical data, computer software documentation, computer databases, graphics and computer software, including all technical data developed, delivered, or otherwise provided by subcontractors and suppliers at any tier; regardless of whether the OMIT data is, or relates to, commercial items or noncommercial items. Seller shall include these requirements in its subcontracts or other contractual or legal instruments with its subcontractors and suppliers at any tier. Seller shall ensure all subcontractors and suppliers at any tier replicate this clause. Seller shall provide Attachment A Seller Data Rights Assertion Table(s) (Copy of Attachment A is attached to this CCR document and linked on the BDS Customer Contract Requirements website) with its proposal in accordance with the clause set forth herein entitled "Identification and Assertion of Restrictions on Technical Data and Computer Software." Seller shall also include proposed license terms for any commercial or non-commercial technical data and computer software for which Seller proposes specially negotiated license terms.

(e) Validation of Asserted Restrictions and Restrictive Markings. Nothing in this special contract requirement limits or otherwise affects the Government's or Seller's rights or obligations specified in DFARS 252.227-7019 or 252.227-7037. The Government Contracting Officer reserves the right to validate any asserted restriction or restrictive marking, at a later date, in accordance with the procedures of these clauses.