

**SPRPA119GCE01\_Navy Aftermarket  
Flowdowns\_10-30-2024**

**U.S. GOVERNMENT CLAUSES**

**Prime Contract Number: SPRPA119GCE01**

**Date of Creation: 10-30-2024**

***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 DFARS 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.

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## **CLAUSES INCORPORATED BY REFERENCE:**

### **FAR CLAUSES**

<b>Clause</b>	<b>Reference</b>
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.
52.203-13	Contractor Code of Business Ethics and Conduct.
52.203-6	Restrictions on Subcontractor Sales to the Government.
52.203-7	Anti-Kickback Procedures.
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.
52.204-2	Security Requirements.
52.204-9	Personal Identity Verification of Contractor Personnel.
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred Suspended or Proposed for Debarment.
52.211-14	Notice of Priority Rating for National Defense Emergency Preparedness and Energy Program Use.
52.215-12	Subcontractor Certified Cost or Pricing Data.
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications.
52.215-14	Integrity of Unit Prices.
52.215-15	Pension Adjustments and Asset Reversions.
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.
52.215-19	Notification of Ownership Changes.
52.215-2	Audit and Records-Negotiation.
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort.
52.215-23	Limitations on Pass-Through Charges.
52.219-8	Utilization of Small Business Concerns.
52.219-9	Small Business Subcontracting Plan.
52.222-21	Prohibition of Segregated Facilities.
52.222-26	Equal Opportunity.
52.222-35	Equal Opportunity for Veterans.
52.222-36	Equal Opportunity for Workers with Disabilities.
52.222-37	Employment Reports on Veterans.
52.222-4	Contract Work Hours and Safety Standards -Overtime Compensation.
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.
52.222-50	Combating Trafficking in Persons.
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.
52.225-13	Restrictions on Certain Foreign Purchases.
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act.
52.225-8	Duty-Free Entry.
52.227-1	Authorization and Consent.
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.

Clause	Reference
52.230-2	Cost Accounting Standards.
52.230-3	Disclosure and Consistency of Cost Accounting Practices.
52.230-4	Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns.
52.230-6	Administration of Cost Accounting Standards.
52.244-6	Subcontracts for Commercial Products and Commercial Services.
52.245-1	Government Property.
52.246-11	Higher-Level Contract Quality Requirement.
52.246-2	Inspection of Supplies-Fixed-Price.
52.247-63	Preference for U.S.-Flag Air Carriers.
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.
52.203-6_Alternate I	Restrictions on Subcontractor Sales to the Government. Alternate I
52.204-23	Prohibition on Contracting for Hardware Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

## **DFARS CLAUSES**

Clause	Reference
252.203-7001	Prohibition on Persons Convicted of Fraud and Other Defense-Contract-Related Felonies
252.204-7000	Disclosure of Information
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.211-7003	Item Unique Identification and Valuation
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements
252.225-7001	Buy American Act and Balance of Payments Program
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7004	Report of Intended Performance Outside the United States and Canada - Submission After Award (>\$13.5M)
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (>\$150K)
252.225-7013	Duty Free Entry
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7036	Buy American Act-- Free Trade Agreement --Balance of Payments Program
252.225-7036	Alt I Buy American Act - Free Trade Agreements - Balance of Payments Program - Alternate I
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business

Clause	Reference
252.227-7013	Rights in Technical Data - Non-Commercial Items
252.227-7016	Rights in Bid or Proposal Information
252.227-7037	Validation of Restrictive Markings on Technical Data
252.235-7003	Frequency Authorization
252.239-7010	Cloud Computing Services
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)
252.246-7003	Notification of Potential Safety Issues
252.247-7023	Transportation of Supplies by Sea