

Government Contract Provisions from the Federal Acquisition Regulation (FAR) and Department of Defense FAR Supplement (DFAR)

- I. This Supplement 1 the General Purchasing Conditions apply to Purchase Orders ("PO") issued for the purchase of materials, parts, and products ("goods") or services, that are for use in connection with a United States Government ("Government") prime contract or higher-tier subcontract or a United States Government Department of Defense prime contract or higher-tier subcontract, respectively.
- II. The following provisions and clauses set forth in the FAR or the DFARS shall apply. The version of each FAR and DFARS provision or clause shall be the version in effect as of the date of the prime contract. Such FAR and DFARS provisions and clauses are incorporated herein, unless made inapplicable by a corresponding note, with the same force and effect as if given in full text. Upon Supplier's request, Purchaser's Purchasing Representative will make their full text available. Also, the full text of a FAR or DFARS provision or clause may be accessed electronically at: <http://farsite.hill.af.mil/> or <http://www.acq.osd.mil/dpap/sitemap.html>. In all clauses listed herein, terms shall be revised to suitably identify the party to establish Supplier's obligations to Purchaser and to the Government; and to enable Purchaser to meet its obligations under its 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 "Purchaser", the term "Contracting Officer" shall mean "Purchaser'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 and (2) when title to property is to be transferred directly to the Government. 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. Supplier shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS clauses in accordance with the flow down requirements specified in such clauses.
- III. THE FOLLOWING FAR PROVISIONS AND CLAUSES ARE APPLICABLE TO:**
- A. Purchase orders for commercial items under all Government contracts, without regard to dollar value:**
- 1) **52.203-7** "Anti-Kickback Procedures" (Excepting paragraph (c)(1))(Applicable to Purchase Orders that exceed \$150,000 or the dollar threshold in effect as of the date of the prime contract.)
 - 2) **52.203-12** "Limitation on Payments to Influence Certain Federal Transactions" (Applicable to Purchase Orders exceeding \$150,000 or the dollar threshold in effect as of the date of the prime contract.)
 - 3) **52.203-13** "Contractor Code of Business Ethics and Conduct" (Applicable to Purchase Orders (i) that have a value more than \$5,500,000 or the dollar threshold in effect as of the date of the prime contract; and (ii) that have a performance period of more than 120 days.) (In Paragraph (b)(3)(i), the meaning of "agency office of the Inspector General" and "Contracting Officer" does not change, in Paragraph (b)(3)(ii) the meaning of "Government" does not change, and in Paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meaning of "OIG of the ordering agency", "IG of the agency" "agency OIG" and "Contracting Officer" do not change.)

- 4) **52.203-19** "Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements"
- 5) **52.204-2** "Security Requirements" (Applicable to Purchase Orders that involve access to classified information. Any reference to the Changes clause is excluded.)
- 6) **52.204-9** "Personal Identity Verification of Contractor Personnel" (Applicable to Purchase Orders when Seller's employees are required to have routine physical access to a Federally-controlled facility and / or routine access to a Federally-controlled information system.)
- 7) **52.204-10** "Reporting Executive Compensation and First-Tier Subcontract Awards" (Applicable to Purchase Orders of \$30,000 or more (or the dollar threshold in effect as of the date of the prime contract) when Buyer is the Prime Contractor.) (The usual substitution of the parties is not applicable to this clause. Seller shall report to Buyer the information required under the clause.)
- 8) **52.204-21** "Basic Safeguarding of Covered Contractor Information Systems" (Applicable to Purchase Orders, other than those for commercially available off-the-shelf items, in which Seller may have Federal contract information residing in or transiting through its information system.)
- 9) **52.204-23** "Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities"
- 10) **52.204-25** "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment"
- 11) **52.209-6** "Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment" (Applicable to Purchase Orders exceeding \$35,000 or the dollar threshold in effect as of the date of the prime contract, except for Purchase Orders for commercially available off-the-shelf items.)
- 12) **52.211-5** "Material Requirements"
- 13) **52.215-23** "Limitations on Pass-Through Charges" (Applicable to cost-reimbursement Purchase Orders that exceed the simplified acquisition threshold, except if the contract is with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement Purchase Orders and fixed-price Purchase Orders, except those identified in 15.408 (n) (2) (i) (B) (2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.)
- 14) **52.219-8** "Utilization of Small Business Concerns" (Applicable to Purchase Orders (i) to the extent that the work under the Purchase Order will be performed in the United States or its outlying areas or Seller is recruiting employees in the United States or its outlying areas to work on the Purchase Order, and (ii) (except to small business concerns) that offer further subcontracting opportunities.)
- 15) **52.222-4** "Contract Work Hours and Safety Standards - Overtime Compensation" (Applicable to Purchase Orders that (i) require or involve the employment of laborers and mechanics and (ii) when any work under the Purchase Order will be performed in the United States, Puerto Rico, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and Outer Continental Shelf Lands as defined in the Outer Continental Shelf Lands Act (43 U.S.C.1331) (29 CFR 5.15).)
- 16) **52.222-21** "Prohibition of Segregated Facilities" (Applicable to Purchase Orders that are subject to FAR 52.222-26.)
- 17) **52.222-26** "Equal Opportunity" "Equal Opportunity" (Applicable to Purchase Orders (i) except to the extent that work under the Purchase Order will be performed outside the United States or by employees that are not recruited within the United States to work on the Purchase Order. "United States", as used in this parenthetical, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island, and (ii) that are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended.)
- 18) **52.222-35** "Equal Opportunity for Veterans" (Applicable to Purchase Orders of \$150,000 or more, or the dollar threshold in effect as of the date of the prime contract, when the listing of employment openings for purposes of work to be performed under this Purchase Order occur and are filled within the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

- 19) **52.222-36** "Affirmative Action for Workers with Disabilities" (Applicable to Purchase Orders exceeding \$15,000 or the dollar threshold in effect as of the date of the prime contract, to the extent that work under the Purchase Order will be performed in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island or Seller is recruiting employees in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island to work on the Purchase Order.)
- 20) **52.222-37** "Employment Reports on Veterans" (Applicable to Purchase Orders of \$150,000 or more, or the dollar threshold in effect as of the date of the prime contract, when the listing of employment openings for purposes of work to be performed under this Purchase Order occur and are filled within the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- 21) **52.222-40** "Notification of Employee Rights Under the National Labor Relations Act" (Applicable to Purchase Orders that exceed \$10,000 or the dollar threshold in effect as of the date of the prime contract when work under the Purchase Order will be performed wholly or partially in the United States)
- 22) **52.222-50** "Combating Trafficking in Persons"
- 23) **52.222-54** "Employment Eligibility Verification" (Applicable to Purchase Orders (i) for construction or commercial or non-commercial services (except commercial services that are part of a purchase of a COTS item, or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than \$3,500 or the dollar threshold in effect as of the date of the prime contract; and (iii) includes work performed in the United States. "United States", as used in this parenthetical, means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.)
- 24) **52.222-55** "Minimum Wages Under Executive Order 13658" (Applicable to Purchase Orders regardless of dollar value, that are 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.)
- 25) **52.222-62** "Paid Sick Leave Under Executive Order 13706" (Applicable to Purchase Orders, regardless of dollar value, that are 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.)
- 26) **52.223-3** "Hazardous Material Identification and Material Safety Data" (Applicable to Purchase Orders that require the delivery of hazardous materials as defined in FAR 23.301. "Government" means "Government and Buyer" in this clause.)
- 27) **52.223-7** "Notice of Radioactive Materials" (Seller shall notify Buyer if any goods under this Purchase Order contain any of the material as described in the clause. Insert 45 days in the blank in paragraph (a) of the clause unless otherwise indicated in the Purchase Order.)
- 28) **52.223-11** "Ozone-Depleting Substances and High Global Warming Potential Hydro fluorocarbons" (Applicable to Purchase Orders when any work under the Purchase Order will be performed in the United States or its outlying areas. Seller shall label products which contain or are manufactured with ozone-depleting substances as described in the clause.)
- 29) **52.224-3** "Privacy Training" (Applicable to Purchase Orders, regardless of dollar value, when Seller's employees will (i) have access to a system of records; (ii) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (iii) Design, develop, maintain, or operate a system of records.)
- 30) **52.225-8** "Duty-Free Entry" (Applicable to Purchase Orders for supplies that may be imported into the United States.)
- 31) **52.225-13** "Restrictions on Certain Foreign Purchases"
- 32) **52.225-26** "Contractors Performing Private Security Functions Outside the United States" (Applicable to Purchase Orders that will be performed outside the United States in areas of (i) combat operations, as designated by the Secretary of Defense, or (ii) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.)

- 33) **52.227-9** "Refund of Royalties" (Applicable to Purchase Orders in which the amount of royalties reported during negotiation of the Purchase Order exceeds \$250.)
- 34) **52.227-14** "Rights in Data-General"
- 35) **52.230-4** "Disclosure and Consistency of Cost Accounting practices – Foreign Concerns"
- 36) **52.230-6** "Administration of Cost Accounting Standards"
- 37) **52.237-2** "Protection of Government Buildings, Equipment and Vegetation" (Applicable to Purchase Orders for services to be performed on Government installations.)
- 38) **52.243-6** "Change Order Accounting" (Applicable to Purchase Orders for supply and research and development contracts of significant technical complexity.)
- 39) **52.244-6** "Subcontracts for Commercial Items"
- 40) **52.246-2** "Inspection of Supplies - Fixed-Price"
- 41) **52.246-26** "Reporting Nonconforming Items" (Except as provided in paragraph (g)(2) of the clause, this clause is applicable to Purchase Orders for (i) goods subject to higher-level quality standards in accordance with the clause at FAR 52.246-11, Higher-Level Contract Quality Requirement; (ii) goods that Buyer determines to be critical items for which use of the clause is appropriate; (iii) electronic parts or end items, components, parts, or materials containing electronic parts, whether or not covered in paragraph (g)(1)(i) or (ii) of the clause, if the Purchase Order exceeds the simplified acquisition threshold and this Purchase Order is under a Department of Defense contract (as required by paragraph (c)(4) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81)); or (iv) for the acquisition of services, if Seller will furnish, as part of the service, any items that meet the criteria specified in paragraphs (g)(1)(i) through (g)(1)(iii) of the clause. Seller shall not submit a report as required by (b)(4) of the clause if Seller is a foreign corporation or partnership that does not have an office, place of business, or fiscal paying agent in the United States.)
- 42) **52.247-63** "Preference for U.S.-Flag Air Carriers" (Applicable to Purchase Orders that involve international air transportation.)
- 43) **52.247-64** "Preference for Privately Owned U.S.-Flag Commercial Vessels" (Applicable to Purchase Orders, except those exempted in paragraph (e) (4) of the clause.)
- 44) **52.204-25** "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment".
- 45) **52.249-2** "Termination for Convenience of the Government" (Fixed-Price) – (The usual substitution of the parties in which "Government" means "Buyer", "Contracting Officer" means "Buyer's Purchasing Representative", and "Contractor" means "Seller" is applicable to this clause except that any express obligation to transfer or assign title to property shall be modified such that "Government" means "Government or Buyer".) (In paragraph (d) the term "45 days" is changed to "90 days." The term "one-year" in paragraph (e) is changed to "six months." The term "90 days" in paragraph (l) is changed to "forty-five days.")

B. Purchase orders over the micro-purchase threshold (as defined at FAR 2.101 in effect as of the date of the prime contract) in addition to FARs listed above:

- 1) **52.223-18** "Encouraging Contractor Policies to Ban Text Messaging while Driving"

C. Purchase orders over \$10,000 (or the dollar threshold in effect as of the date of the prime contract), in addition to FARs listed above:

- 1) **52.222-40** "Notification of Employee Rights Under the National Labor Relations Act" (Applicable to Purchase Orders when work under the Purchase Order will be performed wholly or partially in the United States.)

D. Purchase orders over \$15,000 (or the dollar threshold in effect as of the date of the prime contract), in addition to FARs listed above:

- 1) **52.222-36** "Equal Opportunity for Workers with Disabilities" (Applicable to Purchase Orders to the extent that work under the Purchase Order will be performed in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island or Seller is recruiting employees in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island to work on the Purchase Order.)

- E. Purchase orders of \$30,000 or more (or the dollar threshold in effect as of the date of the prime contract) in addition to FARs listed above:**
- 1) **52.204-10** "Reporting Executive Compensation and First-Tier Subcontract Awards" (Applicable to Purchase Orders when Buyer is the Prime Contractor.) (The usual substitution of the parties is not applicable to this clause. Seller shall report to Buyer the information required under the clause.)
- F. Purchase orders of \$35,000 or more (or the dollar threshold in effect as of the date of the prime contract) in addition to FARs listed above:**
- 1) **52.209-6** "Protecting the Government's Interest when Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment"
- G. Purchase orders of \$150,000 or more (or the dollar threshold in effect as of the date of the prime contract) in addition to FARs listed above:**
- 1) **52.222-35** "Equal Opportunity for Veterans" (Applicable to Purchase Orders when the listing of employment openings for purposes of work to be performed under this Purchase Order occur and are filled within the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
 - 2) **52.222-37** "Employment Reports on Veterans" (Applicable to Purchase Orders when the listing of employment openings for purposes of work to be performed under this Purchase Order occur and are filled within the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
 - 3) **52.203-7** "Anti-Kickback Procedures" (Excepting subparagraph (c)(1) of the clause.)
 - 4) **52.203-12** "Limitation on Payments to Influence Certain Federal Transactions"
 - 5) **52.248-1** "Value Engineering"
- H. Purchase orders over the simplified acquisition threshold (as defined at FAR 2.101 in effect as of the date of the prime contract) in addition to FARs listed above:**
- 1) **52.203-6** "Restrictions on Subcontractor Sales to the Government"
 - 2) **52.203-17** "Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights"
 - 3) **52.215-2** "Audit and Records - Negotiation" (Applicable to Purchase orders: (i) for which certified cost or pricing data are required or (ii) that require Seller to furnish reports as discussed in paragraph (e) of the clause.)
 - 4) **52.215-14** "Integrity of Unit Prices" (Applicable to Purchase Orders less paragraph (b) in the clause, except for construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; and petroleum products.)
 - 5) **52.227-1** "Authorization and Consent and Alternate I" (Include Alternate I if it is included in the prime contract.) (Pursuant to FAR 27.201-2(a)(1)(ii) the clause is prohibited in Purchase Orders when both complete performance and delivery are outside the United States.)
 - 6) **52.227-2** "Notice and Assistance Regarding Patent and Copyright Infringement" (This clause is applicable to Purchase Orders except when FAR clause 52.227-1 and Alternate I are prohibited.)
- I. Purchase orders of over \$700,000 (or the dollar threshold in effect as of the date of the prime contract) in addition to FARs listed above:**
- 1) **52.219-9** "Small Business Subcontracting Plan" (Applicable to Purchase Orders (i) to the extent that the work under the Purchase Order will be performed in the United States or its outlying areas or Seller is recruiting employees in the United States or its outlying areas to work on the Purchase Order, and (ii) (except to small business concerns) with further subcontracting possibilities.)
- J. Unless otherwise exempt (see FAR 15.408), all purchase orders, in addition to FARs listed above:**
- 1) **52.215-10** "Price Reduction for Defective Certified Cost or Pricing Data"

- 2) **52.215-11** "Price Reduction for Defective Certified Cost or Pricing Data – Modifications"
- 3) **52.215-12** "Subcontractor Certified Cost or Pricing Data"
- 4) **52.215-13** "Subcontractor Certified Cost or Pricing Data – Modifications"
- 5) **52.215-15** "Pension Adjustments and Asset Reversions"
- 6) **52.215-18** "Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions"
- 7) **52.215-19** "Notification of Ownership Changes"
- 8) **52.215-20** "Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data"
- 9) **52.215-21** "Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications"

K. Purchase orders of over \$5,500,000 (or the dollar threshold in effect as of the date of the prime contract) in addition to FARs listed above:

- 1) **52.203-14** "Display of Hotline Poster(s)"

L. Purchase orders of over \$5,500,000 (or the dollar threshold in effect as of the date of the prime contract) and that have a performance period of more than 120 days, in addition to FARs listed above:

- 1) **52.203-13** "Contractor Code of Business Ethics and Conduct" (In paragraph (b)(3)(i), the meaning of "agency office of the Inspector General" and "Contracting Officer" does not change, in paragraph (b)(3)(ii) the meaning of "Government" does not change and in paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meaning of "OIG of the ordering agency" "IG of the agency", "agency OIG" and "Contracting Officer" do not change.)

IV. THE FOLLOWING DFAR PROVISIONS AND CLAUSES ARE APPLICABLE, IN ADDITION TO FARs IN CLAUSE III, TO:

A. Purchase orders for commercial items under Department of Defense contracts, without regard to dollar value:

- 1) **252.203-7002** "Requirement to Inform Employees of Whistleblower Rights"
- 2) **252.204-7000** "Disclosure of Information" (Applicable to Purchase Orders when Seller will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.)
- 3) **252.204-7012** "Safeguarding of Unclassified Controlled Technical Information" (Applicable to Purchase Orders under DoD contracts awarded after November 17, 2013 and before August 26, 2015.)
- 4) **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (Applicable to Purchase Orders under DoD contracts awarded after August 25, 2015 and before October 8, 2015.)
- 5) **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (DEVIATION 2016-00001) (Applicable to Purchase Orders under DoD contracts awarded after October 7, 2015 and before December 30, 2015.)
- 6) **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (INTERIM RULE 12/30/2015) (Applicable to Purchase Orders under DoD contracts awarded after December 29, 2015 and before October 21, 2016 for operationally critical support, or for which Purchase Order performance will involve a covered contractor information system.)
- 7) **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (FINAL RULE 10/21/2016) (Applicable to Purchase Orders under DoD contracts awarded after October 20, 2016 for operationally critical support, or for which Purchase Order performance will involve covered defense information.)
- 8) **252.204-7015** "Disclosure Of Information To Litigation Support Contractors"
- 9) **252.204-7018** "Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services"
- 10) **252.211-7003** "Item Unique Identification and Valuation" (Seller's obligations under this clause are limited to cooperating with Buyer's efforts to comply with this clause, including

- granting Buyer access to Seller's deliverables at its facilities and to appropriate property records.)
- 11) **252.215-7010** "Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data" (Applicable to Purchase Orders exceeding the simplified acquisition threshold defined in FAR part 2.)
 - 12) **252.223-7001** "Hazard Warning Labels" (Applicable to Purchase Orders for goods that require submission of hazardous material data sheets (see FAR 23.302(c)).)
 - 13) **252.223-7002** "Safety Precautions for Ammunition and Explosives" (Applicable to Purchase Orders that involve ammunition or explosives. "Government" means "Government and/or Buyer".)
 - 14) **252.223-7003** "Change in Place of Performance – Ammunition and Explosives" (Applicable to Purchase Orders that involve ammunition or explosives.)
 - 15) **252.223-7007** "Safeguarding Sensitive Conventional Arms, Ammunition and Explosives" (Applicable to Purchase Orders for (i) the development, production, manufacture, or purchase of arms, ammunition, and explosives (AA&E), or (ii) when AA&E will be provided to the Seller as Government-furnished property.)
 - 16) **252.223-7008** "Prohibition of Hexavalent Chromium" (Applicable to all Purchase Orders for supplies, maintenance and repair services, or construction materials.)
 - 17) **252.225-7007** "Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies" (Applicable to Purchase Orders for the acquisition of items covered by the United States Munitions List of the International Traffic in Arms Regulation.)
 - 18) **252.225-7008** "Restriction on Acquisition of Specialty Metals" (Applicable to Purchase Orders for the delivery of specialty metals as end items to Buyer or Seller to the extent necessary to ensure compliance of the end products that Buyer will deliver to the Government when DFARS clause 252.225-7009 is in the prime contract.)
 - 19) **252.225-7009** "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (excluding paragraph (d) and paragraph (e)(1) which are deleted from this clause). (Applicable to Purchase Orders for items containing specialty metals to ensure compliance of the end products that Buyer will deliver to the Government.)
 - 20) **252.225-7012** "Preference for Certain Domestic Commodities"
 - 21) **252.225-7013** "Duty-Free Entry" (Applicable to all Purchase Orders with Sellers who are located in a "Qualifying country" as defined in DFARS Part 225.8; or if the estimated U.S. duty for the Goods will exceed \$200 per unit. The information required by paragraph (j)(3) of this clause is available upon request.)
 - 22) **252.225-7016** "Restriction on Acquisition of Ball and Roller Bearings" (Applicable to Purchase Orders for Goods that contain ball or roller bearings.)
 - 23) **252.225-7040** "Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States" (Applicable to Purchase Orders that will be performed when Seller's personnel or Seller's subcontractors are supporting U.S. Armed Forces deployed outside the United States in contingency operations, peace operations consistent with Joint Publication 3-07.3, or other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.)
 - 24) **252.225-7048** "Export-Controlled Items"
 - 25) **252.225-7052** "Restriction on the Acquisition of Certain Magnets and Tungsten". (Applicable to Purchase Orders for the delivery of goods that exceed the simplified acquisition threshold, unless an exception at paragraph (c) of the clause applies)
 - 26) **252.227-7013** "Rights in Technical Data Noncommercial Items" (Applicable to solicitations and resulting Purchase Orders when Buyer will be required to deliver to the Government Seller's technical data for commercial items for which the Government will have paid for any portion of the development costs.)
 - 27) **252.227-7014** "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation" (Applicable to solicitations and resulting Purchase Orders when Seller's performance will require delivery of computer software or computer software documentation.)
 - 28) **252.227-7015** "Technical Data – Commercial Items" (Applicable whenever any technical data related to commercial items developed in any part at private expense will be provided under this Purchase Order for delivery to the Government.)

- 29) **252.227-7016** "Rights in Bid or Proposal Information" (Applicable to solicitations and resulting Purchase Orders that will include DFARS clause 252.227-7013, 252.227-7014, or 252.227-7018.)
- 30) **252.227-7017** "Identification and Assertion of Use, Release, or Disclosure Restrictions" (Applicable to solicitations and resulting Purchase Orders that will include DFARS clause 252.227-7013, 252.227-7014, or 252.227-7018.)
- 31) **252.227-7019** "Validation of Asserted Restrictions – Computer Software" (Applicable to all Purchase Orders when Seller's performance includes the furnishing of computer software that Buyer will furnish to the Government.)
- 32) **252.227-7025** "Limitation on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends"
- 33) **252.227-7026** "Deferred Delivery of Technical Data or Computer Software"
- 34) **252.227-7027** "Deferred Ordering of Technical Data or Computer Software"
- 35) **252.227-7028** "Technical Data or Computer Software Previously Delivered to the Government" (Applicable to solicitations for Purchase Orders when the resulting Purchase Order will require the Seller to deliver technical data.)
- 36) **252.227-7037** "Validation of Restrictive Markings on Technical Data" (Applicable to Purchase Orders requiring the delivery of technical data.)
- 37) **252.239-7010** "Cloud Computing Services" (Applicable to Purchase Orders that involve or may involve cloud services)
- 38) **252.228-7005** "Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles" (Applicable to Purchase Orders for aircraft, missile, or space launch vehicles being manufactured, modified, repaired, or overhauled. Seller must cooperate and assist Buyer in accident investigations.)
- 39) **252.231-7000** "Supplemental Cost Principles" (Applicable to solicitations and resulting Purchase Orders that are subject to the principles and procedures described in FAR subparts 31.1, 31.2, 31.6, or 31.7.)
- 40) **252.235-7003** "Frequency Authorization" (Applicable to Purchase Orders requiring the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.)
- 41) **252.239-7010** "Cloud Computing Services" (Applicable to Purchase Orders that involve or may involve cloud services.)
- 42) **252.239-7018** "Supply Chain Risk" (Applicable to Purchase Orders involving the development or delivery of any information technology, as defined in the clause, as a service or a supply.)
- 43) **252.244-7000** "Subcontracts for Commercial Items and Commercial Components (DoD Contracts)"
- 44) **252.246-7003** "Notification of Potential Safety Issues" (Applicable to Purchase Orders for (i) parts defined as critical safety items in accordance with this clause; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; and (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.)
- 45) **252.246-7007** "Contractor Counterfeit Electronic Part Detection and Avoidance System" (Applicable to Purchase Orders when the goods or services include electronic parts or assemblies containing electronic parts. This clause applies to all Sellers, at all tiers, without regard to whether the Seller itself is subject to CAS)
- 46) **252.246-7008** "Sources of Electronic Parts" (Applicable to Purchase Orders for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer of the electronic part.)
- 47) **252.247-7023** "Transportation of Supplies by Sea"

B. Purchase orders over the micro-purchase threshold (as defined at FAR 2.101 in effect as of the date of the prime contract) in addition to FARs listed above:

- 1) **252.203-7001** "Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies"
- 2) **252.215-7010** "Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data"

- 3) **252.225-7052** "Restriction on the Acquisition of Certain Magnets and Tungsten".
(Applicable to Purchase Orders for the delivery of goods, unless an exception at paragraph (c) of the clause applies).

C. Purchase orders of over \$700,000 (or the dollar threshold in effect as of the date of the prime contract) in addition to DFARs listed above:

- 1) **252.249-7002** "Notification of Anticipated Contract Terminations or Reductions" (Seller shall (i) Provide notice to each of its subcontractors with a subcontract of \$150,000 or more; and (ii) Impose a similar notice and flowdown requirement to subcontractors with subcontracts of \$150,000 or more.)
- 2) **252.219-7003** "Small Business Subcontracting Plan (DoD Contracts)" (Include Alternate I if it is included in the prime contract) (Applicable to Purchase Orders under prime contracts that contain FAR clause 52.219-9 and when work under the Purchase Order will be performed in the United States or its outlying areas or Seller is recruiting employees in the United States or its outlying areas to work on the Purchase Order.)

D. Purchase orders of over \$1,000,000 (or the dollar threshold in effect as of the date of the prime contract) in addition to DFARs listed above:

- 1) **252.222-7006** "Restricting the Use of Mandatory Arbitration Agreements" (Seller certifies by acceptance of the Purchase Order that (i) Seller complies with all requirements set out in the clause and (ii) Seller requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of the clause, with respect to any employee or independent contractor performing work related to such subcontract.)
- 2) **252.225-7033** "Waiver of United Kingdom Levies" (Applicable to Purchase Orders where a lower-tier subcontract exceeding \$1 million with a U.K. firm is anticipated.)

E. Purchase orders of over \$1,500,000 (or the dollar threshold in effect as of the date of the prime contract) in addition to DFARs listed above:

- 1) **252.211-7000** "Acquisition Streamlining"

F. Purchase orders of over \$5,500,000 (or the dollar threshold in effect as of the date of the prime contract) in addition to DFARs listed above:

- 1) **252.203-7004** "Display of Fraud Hotline Poster(s)" (Applicable to all Purchase Orders except Purchase Orders that are for acquisition of a commercial item, or that will be performed entirely outside the United States, in lieu of FAR 52.203-14 Display of Hotline Poster(s).)