

TOTAL FILTRATION SERVICES TERMS & CONDITIONS OF PURCHASE - GOVERNMENT SUPPLEMENT -

If this Order shows on its face that it is placed in support of a U.S. Government funded prime contract or subcontract, or if the Buyer otherwise notifies the Seller that this Order is placed under a U.S. Government prime contract or subcontract, the following clauses of the Code of Federal Regulations (CFR), the Federal Acquisition Regulations (FAR), and the Department of Defense Federal Acquisition Regulation Supplement (DFARS) apply and are incorporated herein by reference with the same force and effect as if set forth below in full text. These clauses apply to all firm-fixed price (FP), cost reimbursable (CR), and time & material/labor hour (TM/LH) purchase orders, as appropriate.

Full text versions of these clauses can be made available upon Seller's request to the Buyer's authorized representative. Additionally, full text versions of these clauses are available from the U.S. Government in searchable form on the Internet. The sites to be contacted are:

- (1) For the CFR - <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>
- (2) For the FAR - <https://www.acquisition.gov/?q=browsefar>
- (3) For the DFARS - <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

Except as noted below, the following changes to the CFR, FAR and DFARS clauses are made for incorporation of these clauses into this Order (unless otherwise indicated):

Substitute "Seller" for "Contractor" or "prime contractor".

Substitute "Buyer" for "Government".

Substitute "Buyer's Supply Chain/Purchasing Representative" for "Contracting Officer".

"Contract" or "Schedule" shall mean this "Order".

Seller agrees to flow-down, as required, all applicable CFR, FAR and DFARS clauses to its lower-tier suppliers. Seller further agrees that all notifications and other communications required by these clauses shall be made through the Buyer's Supply Chain/Purchasing Representative, unless this Order specifically provides otherwise. During the performance of this Order, Buyer shall reserve the right at any time to change/amend/update any clause in this document.

CFR Clause

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60 - 300.5(a), and 50 -741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

FAR Clauses

FAR Reference	Title/Applicability
52.202-1	Definitions (Jun 2020)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (May 2014)
52.203-6	Restrictions on Subcontractor Sales to The Government (Jun 2020) For Orders exceeding the simplified acquisition threshold at FAR Part 2.101.
52.203-7	Anti-Kickback Procedures (Jun 2020) This clause applies if this Order exceeds the simplified acquisition threshold at FAR Part 2.101, except that paragraph (c)(1) of FAR 52.203-7 is not included in this Order. Paragraph (c)(4) is revised by deleting "The Contracting Officer may" and inserting "To the extent the Contracting Officer has effected an offset at the prime contract level or has directed Buyer to withhold any sum from the Seller, Buyer may..."
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (May 2014) For Orders exceeding the simplified acquisition threshold at FAR Part 2.101.
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014) For Orders exceeding the simplified acquisition threshold at FAR Part 2.101.
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020) For Orders exceeding the simplified acquisition threshold at FAR Part 2.101.
52.203-13	Contractor Code of Business Ethics and Conduct (Jun 2020) For Customer orders exceeding \$6,000,000 and a period of performance greater than 120 days, the Seller agrees to grant Buyer the right to conduct a reasonable audit or investigation at the premises of the Seller, with full access to appropriate

FAR Reference	Title/Applicability
	<p>books and records of the Seller, for the purpose of implementing the requirements of FAR provision 52.203-13.</p> <p>Notwithstanding the above threshold, for purchase orders or subcontracts (including all long term agreements) with a cumulative value of \$1 Million or more the Seller shall distribute PH GPM Policy GB 01-04, entitled "U.S. Government Contract Compliance – Mandatory Disclosure of Violation of Law to the Government" and the PH "Policy on Contracting with the United States Government" to all personnel most directly involved in the performance of the purchase order or subcontract, including those having primary management or supervisory responsibilities. The Seller shall ensure that all such individuals have both read and understood the contents of these documents. Any questions shall be forwarded to the Buyer. The above documents are available electronically at the footer section of the Total Filtration Services website (www.totalfiltrationservices.com) by accessing the "Terms and Conditions" page, via the hyperlink.</p>
52.203-14	<p>Display of Hotline Poster(s) (Jun 2020)</p> <p>Applies to Orders that exceed \$6,000,000.</p>
52.203-17	<p>Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020)</p> <p>For Orders exceeding the simplified acquisition threshold at FAR Part 2.101.</p>
52.203-19	<p>Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)</p>
52.204-2	<p>Security Requirements (Aug 1996)</p> <p>This clause (but excluding any references to the "Changes" clause) is included in all Orders that involve access to classified information. "Government" in paragraph (c) does not change to "Buyer".</p>
52.204-4	<p>Printed or Copied Double-sided on Postconsumer Fiber Content Paper (May 2011)</p> <p>For Orders exceeding the simplified acquisition threshold at FAR Part 2.101.</p>
52.204-9	<p>Personal Identity Verification of Contractor Personnel (Jan 2011)</p>
52.204-10	<p>Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)</p> <p>For First-Tier Supplier Orders with a value of \$30,000 or more also includes:</p> <p>Reporting Executive Compensation and First-Tier Subcontract Awards, (Not applicable if Seller is exempt under paragraph (d) (1). "Contractor" shall mean Buyer in paragraph (a). Seller shall report to Buyer the information required by paragraphs (d)(2) and executive compensation information required by paragraph (d)(3), unless Seller is exempt there under.</p>
52.204-21	<p>Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)</p>

FAR Reference	Title/Applicability
	This requires the Seller to properly protect "Federal Contract Information" in accordance with this clause. "Federal Contract Information" means information, not intended for public release, which is provided by Buyer in the form of engineering drawings, technical documents, test procedures and reports, financial data, and other information and the like that has been provided by the Buyer to the Seller that is in support of a U.S. Government funded Order.
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020) For Orders with a value over \$35,000, except for Orders for commercially available off- the- shelf items (COTS).
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
52.211-5	Material Requirements (Aug 2000)
52.211-15	Defense Priority and Allocation Requirements (Apr 2008)
52.214-26	Audit and Records -- Sealed Bidding (Jun 2020) This clause applies if the prime contract was awarded by sealed bidding. The clause is mandatory if the Order is expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of certified cost or pricing data. In paragraph (b) of the clause, the term "Contracting Officer" does not change.
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding (Jun 2020) This clause applies if the prime contract was awarded by sealed bidding. In paragraph (d), the term "Contracting Officer" does not change. As required by applicable law or regulation, Seller shall provide certified cost or pricing data and execute a Certificate of Current Cost or Pricing Data in the form prescribed in FAR 15.406-2. In addition to any remedies provided by law, if Buyer is subjected to any liability as a result of Seller's failure to comply with this requirement, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding Buyer's profit) resulting from such failure.
52.214-28	Subcontract Cost or Pricing Data - Modifications - Sealed Bidding (Jun 2020) This clause applies if the prime contract was awarded by sealed bidding. This clause applies if at the time the Order was entered into, it exceeded the threshold for submission of certified cost or pricing data at FAR 15.403-4(a)(1).
52.215-2	Audit and Records -- Negotiations (Jun 2020)

FAR Reference	Title/Applicability
	<p>This clause applies if this Order exceeds the simplified acquisition threshold in FAR Parts 2.101 and 13 and this Order is one for which certified cost or pricing data is required. This clause, however, does not authorize the Buyer to examine or audit the Seller's proprietary cost records. Accordingly, "Contracting Officer" in paragraphs (b), (c) and (e) is not changed to "Buyer's Purchasing Representative."</p>
52.215-10	<p>Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)</p> <p>In paragraph (c) the term "Contracting Officer" does not change. As required by applicable law or regulation, Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in the form prescribed in FAR 15.406-2. In addition to any remedies provided by law, if Buyer is subjected to any liability as a result of Seller's failure to comply with this requirement, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding Buyer's profit) resulting from such failure.</p>
52.215-11	<p>Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (Jun 2020)</p> <p>As required by applicable law or regulation, Seller shall provide certified cost or pricing data and execute a Certificate of Current Cost or Pricing Data in the form prescribed in FAR 15.406-2. In addition to any remedies provided by law, if Buyer is subjected to any liability as a result of Seller's failure to comply with this requirement, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding Buyer's profit) resulting from such failure.</p>
52.215-12	<p>Subcontractor Certified Cost or Pricing Data (Jun 2020)</p> <p>This clause applies if the Order, when entered into, exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, and cost or pricing data is required to be submitted in connection with the award of this Order.</p>
52.215-13	<p>Subcontractor Certified Cost or Pricing Data - Modifications (Jun 2020)</p> <p>This clause applies if the Order, when entered into, exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, and certified cost or pricing data is required to be submitted in connection with the award of this Order.</p>
52.215-14	<p>Integrity of Unit Prices (Jun 2020)</p> <p>For Orders exceeding the simplified acquisition threshold at FAR Part 2.101. Paragraph (b) of FAR 52.215-14 is not included in this Order.</p>
52.215-15	<p>Pension Adjustments and Asset Reversions (Oct 2010)</p> <p>This clause applies if certified cost or pricing data is furnished by the Seller.</p>
52.215-18	<p>Reversion of Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)</p> <p>This clause applies to Orders where it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determination will be subject to Part 31 of the FAR.</p>

FAR Reference	Title/Applicability
52.215-19	<p>Notification of Ownership Changes (Oct 1997)</p> <p>This clause applies to Orders where it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determination will be subject to Part 31 of the FAR.</p>
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Oct 2010)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Jun 2020)
52.215-23	<p>Limitation of Pass-Through Charges (Jun 2020)</p> <p>This clause applies if the Order, when entered into, exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, and certified cost or pricing data is required to be submitted in connection with the award of this Order.</p>
52.216-7	<p>Allowable Cost and Payment (Aug 2018)</p> <p>This clause applies only to CR or TM/LH type Orders.</p>
52.216-8	<p>Fixed Fee (Jun 2011)</p> <p>This clause applies only to CR or TM/LH type Orders to the extent the parties have agreed to a fixed fee in the Order.</p>
52.216-24	<p>Limitation of Government Liability (Apr 1984)</p> <p>This clause applies only to undefinitized (letter subcontracts) Orders.</p>
52.216-25 & Alt. I	<p>Contract Definitization (Including Alternate I) (Oct 2010)</p> <p>This clause applies only to undefinitized (letter subcontracts) Orders.</p>
52.216-26	<p>Payments of Allowable Costs Before Definitization (Dec 2002)</p> <p>This clause applies to those actions where a CR definitive Order is contemplated.</p>
52.219-8	<p>Utilization of Small Business Concerns (Oct 2018)</p> <p>For Orders exceeding the simplified acquisition threshold at FAR Part 2.101.</p>
52.219-9	Small Business Subcontracting Plan (Jun 2020)
52.219-16	<p>Liquidated Damages -- Subcontracting Plan (Jan 1999)</p> <p>This clause applies only when FAR 52.219-9 applies.</p>
52.222-1	Notice to Government of Labor Disputes (Feb 1997)
52.222-2	Payment for Overtime Premiums (Jul 1990)

FAR Reference	Title/Applicability
	This clause applies only to CR type Orders.
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (May 2018) For Orders exceeding the simplified acquisition threshold at FAR Part 2.101. In addition, Buyer may withhold or recover from Seller any sums the Contracting Officer withholds from Buyer because of a violation of a provision of this clause by the Seller or Seller's supplier.
52.222-19	Child Labor—Cooperation with Authorities and Remedies (Jan 2020) For Orders exceeding the micro-purchase threshold at FAR Part 2.101.
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020) This clause applies if this Order exceeds \$15,000.
52.222-21	Prohibition of Segregated Facilities (Apr 2015) This clause applies if this Order is subject to the FAR Part 52.222-26, Equal Opportunity clause.
52.222-26	Equal Opportunity (Sept 2016)
52.222-35	Equal Opportunity for Veterans (Jun 2020) This clause applies if the Order is for \$150,000 or more.
52.222-36	Equal Opportunity for Workers with Disabilities (Jun 2020) This clause applies if this Order exceeds \$15,000.
52.222-37	Employment Reports on Veterans (Jun 2020) This clause applies if this Order is subject to the FAR Part 52.222.35, Equal Opportunity for Veterans.
52.222-40	Notification of Employee Rights under the National Labor Relations Act (Dec 2010) This clause applies if this Order exceeds \$10,000
52.222-50	Combating Trafficking in Persons (Oct 2020)
52.222-54	Employment Eligibility Verification (Oct 2015) Applies to Orders exceeding \$3,500, including paragraph (e) where "Contractor" shall mean "Seller".
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997)

FAR Reference	Title/Applicability
52.223-6	Drug-Free Workplace (May 2001)
52.223-11	Ozone Depleting Substances (Jun 2016)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) For Orders exceeding the micro-purchase threshold at FAR Part 2.101.
52.225-1	Buy American - Supplies (May 2014)
52.225-3	Buy American -- Free Trade Agreements -- Israeli Trade Act (May 2014)
52.225-5	Trade Agreements (Oct 2019)
52.225-7	Waiver of Buy American Act for Civil Aircraft and Related Articles (Feb 2016)
52.225-8	Duty-Free Entry (Oct 2010) This clause applies if supplies identified in the Order as supplies to be accorded duty free entry are to be imported or if other foreign supplies in excess of \$15,000 may be imported into a custom territory of the United States. In paragraph (c)(1), "20 days" is changed to "30 days." In paragraph (c)(2) "10 days" is changed to "20 days." The terms "Government" and "Contracting Officer" in paragraph (e) do not change.
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
52.227-1	Authorization and Consent (Jun 2020) For Orders exceeding the simplified acquisition threshold at FAR Part 2.101.
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020) For Orders exceeding the simplified acquisition threshold at FAR Part 2.101.
52.227-9	Refund of Royalties (Apr 1984) This clause applies if the amount of royalties reported during negotiations of the Order Exceeds \$250.
52.227-10	Filing of Patent Applications -- Classified Subject Matter (Dec 2007) This clause applies if the Order covers or is likely to cover classified subject matter.
52.227-14	Rights in Data - General (May 2014) In paragraph (b) Allocation of Rights, the term "Government" does not change and the term "Contractor" changes to "Seller" rather than "Buyer." The term "Contracting Officer" does not change in the first sentence of paragraph (c)(1) and in paragraph (e).

FAR Reference	Title/Applicability
52.229-3	Federal, State, and Local Taxes (Feb 2013) In this clause, "Contract date," means the effective date of this Order or modification thereto.
52.230-2	Cost Accounting Standards (Jun 2020) This clause applies if the Order, when entered into, exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, and certified cost or pricing data is required to be submitted in connection with the award of this order. This clause does not apply to this Order if Seller is exempt under 48 CFR 9903.201-1.
52-230-3	Disclosure and Consistency of Cost Accounting Practices (Jun 2020) This clause applies if the Order, when entered into, exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, and certified cost or pricing data is required to be submitted in connection with the award of this order. This clause does not apply to this Order if Seller is exempt under 48 CFR 9903.201-1.
52.230-6	Administration of Cost Accounting Standards (Jun 2010) This clause applies if the Order, when entered into, exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, and certified cost or pricing data is required to be submitted in connection with the award of this order. This clause does not apply to this Order if Seller is exempt under 48 CFR 9903.201-1.
52.232-16	Progress Payments (Jun 2020) This clause applies only when progress payments based upon cost are delineated specifically in the Order.
52.232-17	Interest (May 2014)
52.232-20	Limitation of Costs (Apr 1984) This clause applies only to CR Orders.
52.232-22	Limitation of Funds (Apr 1984) This clause applies only to CR Orders.
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.233-3	Protest After Award (Aug 1996) Under paragraph (f) of this clause, the Buyer may withhold or recover from Seller any sums that the Contracting Officer withholds from Buyer because of a misstatement, misrepresentation or miscertification of the Seller, which results in bid protest being sustained.

FAR Reference	Title/Applicability
52.242-1	Notice of Intent to Disallow Costs (Apr 1984) This clause applies only to CR or TM/LH type Orders, or any Order where reimbursement is to be based upon allowable/allocable costs in accordance with FAR Part 31.
52.242-3	Penalties for Unallowable Costs (May 2014) This clause applies only to CR or TM/LH type Orders, or any Order where reimbursement is to be based upon allowable/allocable costs in accordance with FAR Part 31.
52.242-4	Certification of Final Indirect Costs (Jan 1997) This clause applies only to CR or TM/LH type Orders, or any Order where reimbursement is to be based upon allowable/allocable costs in accordance with FAR Part 31.
52.242-13	Bankruptcy (Jul 1995) For Orders exceeding the simplified acquisition threshold at FAR Part 2.101.
52.242-15	Stop Work Order (Aug 1989)
52.242-17	Government Delay of Work (Apr 1984)
52.243-1	Changes - Fixed-Price (Aug 1987) Refer to paragraph (c) of this clause and note that the period for assertion of the equitable adjustment is changed from "30 days" to "20 days".
52.243-2	Changes -- Cost Reimbursement (Aug 1987) This clause applies only to CR Orders.
52.243-3	Changes -- Time & Materials or Labor-Hours (Sep 2000) This clause applies only to TM/LH Orders.
52.244-2	Subcontracts (Jun 2020) This clause applies only to CR or letter (undefinitized) type Orders.
52.244-5	Competition in Subcontracting (Dec 1996) For Orders exceeding the simplified acquisition threshold at FAR Part 2.101.
52.244-6	Subcontracts for Commercial Items (Nov 2020)
52.245-1	Government Property (Jan 2017)
52.246-2	Inspection of Supplies - Fixed Price (Aug 1996)

FAR Reference	Title/Applicability
52.246-3	Inspection of Supplies - Cost Reimbursement (May 2001) This clause applies to CR Orders only.
52.246-6	Inspection - Time & Material and Labor-Hour (May 2001) This clause applies to TM/LH Orders only.
52.246-11	Higher-Level Contract Quality Requirement (Dec 2014) This clause applies to Orders for critical and complex items as defined by FAR 46.203(b) and (c) or when the technical requirements of an Order require: (i) Control of such things as design, work operations, in-process control, testing, and inspection; or (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.
52.246-16	Responsibility for Supplies (Apr 1984)
52.246-26	Reporting Nonconforming Items (Jun 2020) This clause applies to Orders: 1) That are subject to FAR clause 52.246-11, Higher-Level Contract Quality Requirement; 2) Total Filtration Services determines to be critical items for which use of the clause is appropriate; 3) Electronic parts or end items, components, parts, or materials containing electronic parts, whether or not covered in paragraph (g)(1)(i) or (ii) of this clause, if the Order exceeds the simplified acquisition threshold and this Order is by, or for, the Department of Defense (as required by paragraph (c)(4) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81)).
52.247-63	Preference for U.S. Flag Air Carriers (Jun 2003)
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels (Feb 2006)
52.248-1	Value Engineering (Jun 2020) For Orders exceeding the simplified acquisition threshold as defined at FAR Part 2.101, and is discretionary (if identified by the Buyer within the Purchase Order schedule) if this Order is valued at less than the simplified acquisition threshold.
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984) For Orders exceeding the simplified acquisition threshold as defined at FAR Part 2.101.
52.249-2	Termination for Convenience of the Government (Fixed-Price) (April 2012)



FAR Reference	Title/Applicability
	<p>This clause is revised as follows: (1) Paragraph (c): Change 120 days to 30 days. (2) Paragraph (d): Plant clearance procedures are omitted. (3) Paragraph (e): The time for submission of the final termination settlement proposal is changed from “1 year” to “3 months” from the effective date of the termination. (4) Paragraph (l): The time for submission of a proposal for an equitable adjustment after a partial termination is changed from “90 days” to “30 days” from the effective date of the termination.</p>
52.249-6 & Alt IV	<p>Termination (Cost-Reimbursement) & Alternate IV (May 2004)</p> <p>This clause and the alternate version, apply to CR and TM/LH Orders respectively.</p>
52.249-8	<p>Default (Fixed-Price Supply and Services) (Apr 1984)</p> <p>This clause is revised as follows: (1) Paragraph (a)- Change the cure period from “10 days” to “7 days.”</p>
52.249-14	<p>Excusable Delays (Apr 1984)</p> <p>This clause applies only to CR and TM/LH type Orders.</p>

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DFARS Clauses

DFARS Reference	Title/Applicability
252.203-7000	Requirements Relating to Compensation of Former DoD Officials (Sept 2011)
252.203-7001	<p>Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Dec 2008)</p> <p>This clause applies to first tier subcontractors only if the Order exceeds the simplified acquisition threshold at FAR Part 2.101. "Government" is not changed in this clause. Additionally, the following changes to this clause apply: (1) A new paragraph (f) has been added as follows "Seller shall not employ or allow to serve, as a director or consultant of Seller, any person in contravention of paragraph (b)." (2) Existing paragraph (f) is changed to (g), and the flowdown provision at 252.203-7001(g) has been deleted.</p>
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Sept 2013)
252.203-7003	Agency Office of the Inspector General (Aug 2019)
252.203-7004	<p>Display of Fraud Hotline Poster(s) (Aug 2019)</p> <p>This clause is applicable to all Orders that exceed \$6,000,000 (except for commercial item acquisition).</p>
252.204-7000	Disclosure of Information (Oct 2016)
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (Oct 2016)
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Oct 2016)
252.204-7012	<p>Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2019)</p> <p>Covered Defense Information as defined by the Buyer is identified as all engineering drawings, technical documents, test procedures and reports, financial data, and other information and the like that has been provided by the Buyer to the Seller that is in support of a U.S. Government funded Order.</p>
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support (May 2016)
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (Dec 2019)
252.204-7020	NIST SP 800-171 DoD Assessment Requirements (Nov 2020)
252.204-7021	Cybersecurity Maturity Model Certification Requirement (Nov 2020)
252.209-7004	<p>Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (May 2019)</p> <p>This clause applies if this Order is \$150,000 or more.</p>

DFARS Reference	Title/Applicability
252.209-7010	<p>Critical Safety Items (Aug 2011)</p> <p>When identified anywhere in the product's definition documents, this clause applies to a part, equipment or system whose failure could cause a catastrophic or critical failure resulting in loss of or serious damage to the next higher assembly level product, aircraft or weapon system; or jeopardize product safety.</p>
252.211-7003	<p>Item Unique Identification and Valuation (Mar 2016)</p> <p>This clause is applicable if subassemblies, components or parts embedded within subcontract deliverables are identified as requiring DoD unique item identification, as specified, within this Order, its exhibits or SDRL item number.</p>
252.211-7006	<p>Passive Radio Frequency Identification (Dec 2019)</p> <p>When directed by the Buyer within the Order or any document required therein, supplier shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels for this Order.</p>
252.211-7007	<p>Reporting of Government-Furnished Property (Aug 2012)</p>
252.215-7002	<p>Cost Estimating System Requirements (Dec 2012)</p> <p>This clause applies to Orders awarded on the basis of certified cost or pricing data.</p>
252.215-7008	<p>Only One Offer (Jul 2019)</p> <p>The clause applies to Orders exceeding the simplified acquisition threshold defined in FAR Part 2.101.</p>
252.215-7009	<p>Proposal Adequacy Checklist (Jan 2014)</p> <p>This clause applies to Orders awarded on the basis of certified cost or pricing data.</p>
252.215-7010	<p>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Jul 2019)</p> <p>The clause applies to Orders exceeding the simplified acquisition threshold defined in FAR Part 2.101.</p>
252.216-7009	<p>Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding (Sept 2013)</p> <p>This clause applies only to CR or TM/LH type Orders.</p>
252.219-7003	<p>Small Business Subcontracting Plan (DoD Contracts) (Dec 2019)</p> <p>This clause is applicable when FAR 52.219-9 applies.</p>
252.222-7006	<p>Restrictions on the Use of Mandatory Arbitration Agreements (Dec 2010)</p>

DFARS Reference	Title/Applicability
	This clause applies to Orders Exceeding \$1,000,000, except for the purchase of Commercial Items.
252.223-7001	Hazard Warning Labels (Dec 1991)
252.223-7004	Drug -Free Work Force (Sep 1988) For Orders exceeding the simplified acquisition threshold at FAR Part 2.101.
252.223-7006 & Alt. I	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Sept 2014) & Alt. I (Sept 2014)
252.223-7008	Prohibition of Hexavalent Chromium (Jun 2013)
252.225-7001	Buy American Act and Balance of Payments Program - Basic (Dec 2017) "Government" is not changed in this clause.
252.225-7002	Qualifying Country Sources as Subcontractors (Dec 2017)
252.225-7004	Report of Intended Performance Outside the United States and Canada-Submission after Award (Oct 2020) This clause applies to First Tier Orders over \$700,000.
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Dec 2018) This clause applies to all Orders for items covered by the United States Munitions List or the 600 series of the Commerce Control List.
252.225-7008	Restriction on Acquisition of Specialty Metals (Mar 2013) This clause applies in Orders that— (i) Exceed the simplified acquisition threshold at FAR Part 2.101; and (ii) Require the delivery of specialty metals as end items.
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Dec 2019)
252.225-7010	Commercial Derivative Military Article—Specialty Metals Compliance Certificate (Jul 2009) This clause applies in solicitations— (1) That contain the clause at 252.225-7009; and (2) When notified by the Buyer, the supplier shall identify any commercial derivative military articles it intends to deliver in support of this Order.
252.225-7012	Preference for Certain Domestic Commodities (Dec 2017)
252.225-7013	Duty-Free Entry (Apr 2020)

DFARS Reference	Title/Applicability
	<p>This clause applies to Orders involving supplies to be accorded duty-free entry under the prime contract. It applies to Department of Defense contracts in lieu of FAR 52.225-8. Paragraph (d) is modified to read, "The Buyer will obtain from the Government duty-free entry certificates and afford such assistance as appropriate to obtain the duty-free entry of supplies for which the shipping documents bear the notation specified in paragraph (e) of this clause." No change to "Contracting Officer," "Government," "contractor," or "prime contract: in paragraphs (b), (c), (e) or (h).</p>
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (Jun 2011)
252.225-7017	Photovoltaic Devices (Jan 2020)
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain (Dec 2009)
252.225-7021	Trade Agreements - Basic (Sep 2019)
252.225-7025	Restriction on Acquisition of Forgings (Dec 2009)
252.225-7036	Buy American Act - Free Trade Agreements - Balance of Payments Program (Dec 2017)
252.225-7048	Export-Controlled Items (Jun 2013)
252.225-7052	Restriction on the Acquisition of Certain Magnets and Tungsten (Oct 2020)
252.226-7001	<p>Utilization of Indian Organizations, Indian-owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Apr 2019)</p> <p>This clause applies if the Order exceeds \$500,000, and further subcontracting opportunities may exist. Buyer shall have no liability to Seller for any incentive payment under this clause unless and until the Government provides said incentive payment to Buyer.</p>
252.227-7013	<p>Rights in Technical Data -- Noncommercial Items (Feb 2014)</p> <p>This clause is applicable when technical data, but not software, will be delivered to the Government by the prime contractor from the subcontractor. "To the Contractor" has been deleted from (b)(1)(vi) and "contract or" and "thereunder" have been deleted from (b)(1)(ix). "Buyer or" is added before "Government" in (c) and (d). The second and third occurrences of "Contracting Officer" are changed to "Government" in (e)(4). "And the Government" is added after "parties" in (h)(1). In (h)(2) "sixty (60)" is changed to "forty (40)" days. No substitutions for "Government" have been made.</p>
252.227-7014	<p>Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2014)</p> <p>This clause is applicable when software and software documentation will be delivered to the Government by the prime contractor from the subcontractor. "To the Contractor" has been deleted from (b)(1)(vi) and "contract or" and "thereunder" have been deleted from (b)(1)(ix). "Buyer or" is added before "Government" in (i). The second and third occurrences of "Contracting Officer" are changed to</p>

DFARS Reference	Title/Applicability
	<p>“Government” in (e)(4). “And the Government” is added after “parties” in (h)(1). In (h)(2) “sixty (60)” is changed to “forty (40)” days. No substitutions for “Government” have been made.</p>
252.227-7015	<p>Technical Data -- Commercial items (Feb 2014)</p> <p>This clause is applicable only when commercial item (as defined in the FAR) technical data is deliverable to the Government by the prime from the subcontractor. No substitutions for “Contracting Officer” or “Government” have been made.</p>
252.227-7016	<p>Rights in Bid or Proposal Information (Jan 2011)</p> <p>This clause applies when DFARS 252.227-7013 is used. No substitutions for “Government” or “Contracting Officer” are made.</p>
252.227-7017	<p>Identification and Assertion of Use, Release, or Disclosure of Restrictions (Jan 2011)</p> <p>This clause applies if either DFARS clauses 252.227-7013 or 252.227-7014 is used.</p>
252.227-7019	<p>Validation of Asserted Restrictions -- Computer Software (Sep 2016)</p> <p>The clause applies when DFARS 252.227-7014 is used. “Buyer’s Purchasing Representative” is substituted for “Contracting Officer” in paragraph (b); otherwise no substitutions are made for “Contracting Officer” or “Government.”</p>
252.227-7025	<p>Limitation on the Use or Disclosure of Government-furnished Information Marked with Restrictive Legends (May 2013)</p> <p>This clause applies when either DFARS clauses 252.227-7013 or 252.227-7014 is used. No substitution is made for “Government”.</p>
252.227-7030	<p>Technical Data -- Withholding of Payment (Mar 2000)</p> <p>This clause is applicable when DFAR clause 252.227-7013 is used. “Buyer” is substituted for “Contracting Officer in paragraph (a). In paragraph (b), “or Buyer” is added after “Government.”</p>
252.227-7037	<p>Validation of Restrictive Markings on Technical Data (Sep 2016)</p> <p>This clause applies when DFARS clauses 252.227-7013, 252.227-7014, or 252.227-7015 are used. In paragraph (b), “Contractor’s” remains in the clause with a lower case “c.” In paragraph (c) and (d)(1), “hereunder” is inserted after “subcontract.” In paragraphs (f) and (g)(2)(i) change “this contract” to “the prime contract.” No substitutions for “Government” or “Contracting Officer” are made.</p>
252.231-7000	<p>Supplemental Cost Principles (Dec 1991)</p> <p>This clause applies to Orders subject to the FAR Part 31 Cost Principles.</p>

DFARS Reference	Title/Applicability
252.232-7017	Accelerating Payments to Small Business Subcontractors—Prohibition on Fees and Consideration (Apr 2020)
252.239-7010	Cloud Computing Services (Oct 2016)
252.243-7001	Pricing of Contract Modifications (Dec 1991)
252.243-7002	Requests for Equitable Adjustment (Dec 2012)
252.244-7000	Subcontracts for Commercial Items (Oct 2020)
252.245-7002	Reporting Loss of Government Property (Dec 2017) This clause applies when FAR clause 52.245-1 is applicable to the Order.
252.245-7003	Contractor Property Management System Administration (Apr 2012) This clause applies when FAR clause 52.245-1 is applicable to the Order.
252.245-7004	Reporting, Reutilization, and Disposal (Dec 2017) This clause applies when FAR clause 52.245-1 is applicable to the Order.
252.246-7001	Warranty of Data (Mar 2014)
252.246-7001 Alt I	Warranty of Data - Alternate I (Mar 2014) This clause applies when DFARS clause 252.227-7013 is used and technical data is deliverable to the Government. The additional liability provisions at paragraph (d)(3) are appropriate only if the Alternate I or II version of the DFARS clause is in the prime contract. Only Alternate I is reflected here because the subcontract flowdown provisions are identical to Alternate II. In paragraph (b) the parenthetical is deleted. In paragraph (d)(1), including (ii), and (d)(2) "Buyer" has been substituted for "Contracting Officer." Paragraphs (d)(3)(i) through (iii) have been modified and deleted to read, "The limit of the Seller's liability shall be ten percent of the total price." In paragraph (d)(3)(iv) B change second "Government" to "Government or Buyer."
252.246-7003	Notification of Potential Safety Issues (Jun 2013)
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (Aug 2016) This does not include the introductory text of this clause as follows: "The following paragraphs (a) through (e) of this clause do not apply unless the Seller is subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1."
252.246-7008	Sources of Electronic Parts (May 2018)
252.247-7023	Transportation of Supplies by Sea (Feb 2019) For Orders exceeding the simplified acquisition threshold at FAR Part 2.101.



DFARS Reference	Title/Applicability
252.249-7002	Notification of Anticipated Contract Termination or Reduction (Jun 2020)

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