



**BARNES AEROSPACE  
SUPPLEMENTAL PURCHASING TERMS AND CONDITIONS  
FLOWDOWN CLAUSES FOR PURCHASE ORDERS ISSUED IN SUPPORT OF U.S.  
GOVERNMENT CONTRACTS**

**1. INCORPORATION BY REFERENCE.** These Supplemental Purchasing Terms and Conditions are incorporated in their entirety into any Purchase Order or Long-Term Supply Agreement issued in support of a U.S. Government prime contract or higher-tiered subcontract. In the event of a conflict between these Supplemental Purchasing Terms and Conditions and the Barnes Aerospace Terms and Conditions of Purchase, these Supplemental Purchasing Terms and Conditions shall prevail.

**2. RATED ORDER.** If this is a “rated order” certified for national defense use, Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulations (15 C.F.R. § 700).

**3. CERTIFICATIONS.** By accepting or performing this Purchase Order, Seller certifies that:

a. Neither Seller nor any of its Principals are presently debarred, suspended, proposed for debarment, voluntarily excluded, or declared ineligible for the award of contracts by any Federal agency. “Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

b. If Seller is registered in the System for Award Management (“SAM”), by accepting a Purchase Order, Seller certifies that its representations and certifications in SAM (or any other successor system) are current, accurate and complete as of the date of Seller’s offer for a given Purchase Order, including, but not limited to, Seller’s representations and certifications regarding Seller’s size or socioeconomic status. By accepting a Purchase Order, Seller certifies that its representations and certifications in Seller’s most recently executed Small Business Self Certification Form are current, accurate and complete as of the date of Seller’s offer for a given Purchase Order. Seller’s representations and certifications in SAM, if any, and Seller’s representations and certifications in its most recently executed Small Business Self Certification Form are incorporated herein by reference.

c. To the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Purchase Order. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of Seller with respect to this Purchase Order, Seller shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Seller need not report regularly employed officers or employees of Seller to whom payments of reasonable compensation were made. Submission of this certification and disclosure is a prerequisite for making or entering into this Purchase Order imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure. As used in this Certification, “Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8) and the remaining terms are defined in FAR clause 52.203-12, “Limitation on Payments to Influence Certain Federal Transactions.”

d. Unless Seller sells only COTS items (as defined in Paragraph 8 below) to Buyer, Seller shall implement the security requirements required by DFARS clause 252.204-7012, *Safeguarding Covered Defense Information and Cyber Incident Reporting*.



e. Seller will not provide “covered telecommunications equipment or services,” as defined in FAR 52.204-25, *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*, to Buyer in the performance of this or any Purchase Order.

f. Unless Seller sells only COTS items (as defined in Paragraph 8 below) to Buyer, Seller certifies that it has, within the within the last 3 years, conducted a Basic Assessment as described in DFARS 252.204-7020(d)(1) and submitted the summary level scores of such assessments for all contractor information systems covered by Defense Federal Acquisition Regulation System (DFARS) clause 252.204-7020 to the Government for posting to the Seller Performance Risk System, and that Seller fully complies with the requirements of DFARS 252.204-7020.

#### 4. CERTIFICATES OF CONFORMANCE.

a. Seller shall include with each shipment of Products a Certificate of Conformance substantially similar to the following:

I certify that on [insert date], the [insert Seller's name] furnished the Products called for by Purchase Order No. [insert Purchase Order number] via [insert Carrier] on [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the Products are of the quality specified and conform in all respects with the contract requirements, including specifications, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document. I further certify that, except as stated below, the Products have been mined, produced, or manufactured in the United States or substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, and, if the supplies contain specialty metals, the Products comply with the restrictions on specialty metals, as implemented through the Department of Defense Federal Acquisition Regulation Supplement.

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

The following Products supplied under this Purchase Order have not been mined, produced, or manufactured in the United States or substantially transformed in the United States:

Item Number or Identifier: \_\_\_\_\_

Country of manufacture or substantial transformation: \_\_\_\_\_

b. Buyer will not accept shipments of Products that do not contain a properly executed Certificate of Conformance as required in this Paragraph 4.

**5. EQUAL EMPLOYMENT OPPORTUNITY.** Buyer and Seller shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or



individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. Seller shall include this Paragraph 5 in each lower-tier subcontract it issues.

**6. COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to examine any of Seller's or any subcontractors' records that pertain to, and involve transactions relating to, this Purchase Order. Seller shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this Purchase Order or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, or any longer period specified in the other clauses of this Purchase Order. If this Purchase Order is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement or any longer period specified in the other clauses of this Purchase Order. Records relating to appeals or to litigation or the settlement of claims arising under or relating to this Purchase Order shall be made available until such appeals, litigation, or claims are finally resolved any longer period specified in the other clauses of this Purchase Order. As used in this Paragraph 6, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Seller to create or maintain any record that Seller does not maintain in the ordinary course of business or pursuant to a provision of law.

**7. DISPUTES.**

a. If Buyer elects to prosecute any dispute involving this Purchase Order under the disputes procedure applicable to the U.S. Government prime contract or higher-tier subcontract, Seller shall cooperate fully with Buyer in prosecuting the dispute. Seller shall be bound by the final outcome of the disputes procedure if Buyer has afforded Seller an opportunity to participate in Buyer's prosecution of the dispute.

b. Pending the final resolution of any dispute arising out of or relating to this Purchase Order, Seller shall proceed diligently with performance of this Purchase Order, including the delivery of goods and performance of services, in accordance with Buyer's direction.

**8. FAR/DFARS CLAUSES.**

The following clauses set forth in the Federal Acquisition Regulation ("FAR" available at <https://www.acquisition.gov/browse/index/far>), the Department of Defense FAR Supplement ("DFARS" available at <https://www.acquisition.gov/dfars>), the Department of the Air Force Federal Acquisition Regulation Supplement ("DAFFARS" available at <https://www.acquisition.gov/daffars>) and the Defense Logistics Agency Directive ("DLAD" available at <https://www.acquisition.gov/dlad>), in effect as of the date of award of this Purchase Order, are incorporated herein by reference with the same force and effect as if they were given in full text. For purposes of the Purchase Order, the following clauses shall operate, impose the obligations and responsibilities of the parties, and be interpreted as if: "Contract" means Purchase Order; "Contracting Officer" means an authorized representative of Buyer; "Contractor" means Seller; "Government" means Buyer, and "Subcontractor" means Seller's lower-tier subcontractors and suppliers. References to the "Disputes clause" shall mean Paragraph 7 of these Supplemental Purchasing Terms and Conditions.

"Commercially available off-the-shelf" or "COTS" means any item of supply that is (a) a Commercial Product (as defined in FAR 2.101); (b) sold in substantial quantities in the commercial marketplace; and (c) offered to the Government under this Purchase Order, without modification, in the same form in which it is sold in the commercial marketplace.



For clauses marked with an asterisk (\*) references to the “Government” shall remain the U.S. Government.

Buyer may modify this list of clauses to add any clauses that are reflected in an applicable prime contract or higher-tier subcontract or in subsequent modifications to an applicable prime contract or higher-tier subcontract. Accordingly, Seller agrees that upon the request of Buyer, Seller will negotiate in good faith with Buyer relative to modifications to this Purchase Order to incorporate additional provisions herein or to change provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of an applicable prime contract or higher-tier subcontract, or with the provisions of modifications to an applicable prime contract or higher-tier subcontract.

Seller shall include these clauses in each lower-tier subcontract it issues, as applicable. If a FAR, DFARS or other agency supplemental clause does not apply to Seller or the Purchase Order based on the applicability conditions in the “Limitations on Applicability” column, then the clause shall be considered self-deleting.

**I. All Purchase Orders**

- a. *The following FAR clauses apply to all Purchase Orders issued in support of a U.S. Government prime contract or higher-tiered subcontract, to the extent applicable as indicated below.*

Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)
<b>FAR</b>		
52.202-1	Definitions	
52.203-3	Gratuities	
52.203-6	Restrictions on Subcontractor Sales to the Government	Applies to Purchase Orders that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of Purchase Order award; Alternate I applies to Purchase Orders for commercial products or commercial services
52.203-7	Anti-Kickback Procedures	Applies to Purchase Orders with a value exceeding the threshold specified in FAR 3.502-2(i) on the date of award of the Purchase Order; exclude paragraph (c)(1)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Applies to Purchase Orders with a value that exceeds the threshold specified in FAR 3.808 on the date of award of the Purchase Order; a copy of each lower-tier subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by Buyer
52.203-13	Contractor Code of Business Ethics and Conduct	Applies to Purchase Orders that have a value exceed the threshold specified in FAR 3.1004(a) on the date of award of the Purchase Order and have a performance period of more than 120 days. All disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector

Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)
		General, with a copy to the Contracting Officer
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	Applies to Purchase Orders funded in whole or in part with Recovery Act funds
52.203-17	Contractor Employee Whistleblower Rights	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Applies to Purchase Orders with a value at or above the threshold specified in FAR 4.1403(a) on the date of award of the Purchase Order; Seller is only required to provide Buyer with the information required in paragraphs (d)(2) and (d)(3) of the clause; such information provided by Seller or required to be reported under the clause will be made publicly available
52.204-19	Incorporation by Reference of Representations and Certifications	
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Applies to Purchase Orders, other than those solely for COTS items, in which Seller may have Federal contract information residing in or transiting through its information system
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities	
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Exclude paragraph (b)(2)
52.204-27	Prohibition on a ByteDance Covered Application	
52.204-30	Federal Acquisition Supply Chain Security Orders - Prohibition	Exclude paragraph (c)(1)
52.209-1	Qualification Requirements	Applies to Purchase Orders for Products that are subject to a qualification requirement
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	Applies to Purchase Orders with a value that exceeds the threshold specified in FAR 9.405-2(b) on the date of award of the Purchase Order; does not apply to Purchase Orders for COTS items
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	
52.211-5	Material Requirements	

Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)
52.211-15	Defense Priority and Allocation Requirements	Applies to rated Purchase Orders
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications	
52.219-8	Utilization of Small Business Concerns	Applies to Purchase Orders that offer further subcontracting opportunities
52.219-28	Postaward Small Business Program Rerepresentation	
52.222-1	Notice to the Government of Labor Disputes	
52.222-3	Convict Labor	
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	Applies to Purchase Orders that may require or involve the employment of laborers or mechanics
52.222-19	Child Labor—Cooperation with Authorities and Remedies	
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	Applies to Purchase Orders with a value that exceeds the threshold specified in FAR 22.602 on the date of award of the Purchase Order for the manufacture or furnishing of materials, supplies, articles or equipment
52.222-35	Equal Opportunity for Veterans	Applies to Purchase Orders valued at or above the threshold specified in FAR 22.1303(a) on the date of award of the Purchase Order, unless exempted by rules, regulations, or orders of the Secretary of Labor
52.222-36	Equal Opportunity for Workers with Disabilities	Applies to Purchase Orders valued in excess of the threshold specified in FAR 22.1408(a) on the date of award of the Purchase Order, unless exempted by rules, regulations, or orders of the Secretary
52.222-37	Employment Reports on Veterans	Applies to Purchase Orders valued at or above the threshold specified in FAR 22.1303(a) on the date of award of the Purchase Order, unless exempted by rules, regulations, or orders of the Secretary of Labor
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Applies to Purchase Orders with a value exceeding \$10,000 that will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009

Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)
52.222-50	Combating Trafficking in Persons	The requirements of paragraph (h) apply only to the portion of the Purchase Order that: (i) is for supplies, other than COTS items, acquired outside the United States, or services to be performed outside the United States; and (ii) has an estimated value that exceeds \$550,000; Seller shall submit the certification required by this clause that covers paragraph (h)(5) of the clause prior to award of the Purchase Order and annually thereafter
52.223-3	Hazardous Material Identification and Material Safety Data	Applies to Purchase Orders that involve the delivery of “hazardous materials” as defined in the clause
52.223-7	Notice of Radioactive Materials	Applies to Purchase Orders for radioactive materials meeting the criteria in paragraph (a) of the clause
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	Applies to Purchase Orders for Products that may contain or be manufactured with ozone-depleting substances
52.223-20	Aerosols	Applies to Purchase Orders (i) for Products that may contain high global warming potential hydrofluorocarbons as a propellant, or as a solvent; or (ii) that involve maintenance or repair of electronic or mechanical devices
52.223-23	Sustainable Products and Services	
52.225-1	Buy American – Supplies	Applies to the Purchase Order if Seller will provide end products that will be delivered to the U.S. Government as-is (e.g., spare parts)
52.225-3	Buy American – Free Trade Agreements – Israeli Trade Act	Applies to the Purchase Order if Seller will provide end products that will be delivered to the U.S. Government as-is (e.g., spare parts)
52.225-5	Trade Agreements	Applies to the Purchase Order if Seller will provide end products that will be delivered to the U.S. Government as-is (e.g., spare parts)
52.225-8	Duty-Free Entry	Applies to the Purchase Order if: (i) Products identified in the schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or (ii) other foreign supplies in excess of \$15,000 may be imported into the customs territory of the United States
52.225-13	Restrictions on Certain Foreign Purchases	



Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	
52.227-1*	Authorization and Consent	Applies to Purchase Orders that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of Purchase Order award
52.227-2*	Notice and Assistance Regarding Patent and Copyright Infringement	Applies to Purchase Orders that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of Purchase Order award
52.227-3*	Patent Indemnity	
52.227-9	Refund of Royalties	Applies to Purchase Orders in which the amount of royalties reported during negotiation of the Purchase Order exceeds \$250
52.227-19*	Commercial Computer Software License	
52.228-3	Workers' Compensation Insurance (Defense Base Act)	Applies to Purchase Orders subject to the Defense Base Act
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	Applies to Purchase Orders in support of a public work Prime Contract performed outside of the United States if the Secretary of Labor waived the applicability of the Defense Base Act
52.232-39	Unenforceability of Unauthorized Obligations	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Applies to Purchase Orders with small business concerns
52.233-3	Protest After Award	In paragraph (b)(2), the term "30 days" is changed to "15 days"
52.233-4	Applicable Law for Breach of Contract Claim	
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act	
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities	
52.242-13	Bankruptcy	
52.242-15	Stop-Work Order	In paragraph (a), the term "90 days" is changed to "100 days"; in paragraph (b)(2), the term "30 days" is changed to "15 days"



Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)
52.243-6	Change Order Accounting	Applies if the Prime Contract requires Change Order Accounting
52.244-6	Subcontracts for Commercial Products and Commercial Services	
52.245-1*	Government Property Alternate I	
52.245-9*	Use and Charges	
52.246-11	Higher-Level Contract Quality Requirement	Applies to Orders for: (i) critical and complex items per FAR 46.203(b) and (c); or (ii) when the technical requirements of the Order require control of such things as design, work operations, in-process control, testing, and inspection, or attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.
52.247-63	Preference for U.S.-Flag Air Carriers	Applies to Purchase Orders that may involve international air transportation
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	Applies to all Purchase Orders except those described in paragraph (e)(4) of the clause
52.248-1	Value Engineering	Applies to Purchase Orders with a value at or above the simplified acquisition threshold; Seller shall share equally with Buyer in any savings resulting from the Government's acceptance of Seller's proposal pursuant to this clause
52.249-2	Termination for Convenience of the Government (Fixed-Price)	In paragraph (c), the term "120 days" is changed to "60 days", in paragraph (d) the term "15 days" is changed to "30 days" and the term "45 days" is changed to "60 days", in paragraph (e), the term "1 year" is changed to "90 days", and in paragraph (l), the term "90 days" is changed to "60 days"
52.249-8	Default (Fixed-Price Supply and Service)	Applies when the Government issues a written notice for default under the prime contract and the prime contract includes this clause; the reference to "10 days" in paragraph (a)(2) is changed to "7 days"

- b. *The following DFARS clauses apply to all Purchase Orders issued in support of a Department of Defense prime contract or higher-tiered subcontract, to the extent applicable as indicated below.*

DFARS	
252.203-7002	Requirement to Inform Employees of Whistleblower Rights

252.203-7003	Agency Office of the Inspector General	Applies to Purchase Orders subject to FAR 52.203-13
252.204-7000	Disclosure of Information	
252.204-7003	Control of Government Personnel Work Product	
252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol	Applies to Purchase Orders that are subject to the provisions of the U.S.-IAEA AP
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Applies if the Purchase Order is for operationally critical support or for which performance will involve a covered contractor information system (as defined in the clause). Seller must rapidly report cyber incidents directly to DoD at <a href="https://dibnet.dod.mil">https://dibnet.dod.mil</a> and Buyer. This includes providing the incident report number assigned by DoD to Buyer as soon as practicable. Seller must also notify Buyer when submitting a request to vary from a NIST SP 800-171 security requirement in accordance with paragraph (b)(2)(ii)(B) of the clause.
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	Applies to all Purchase Orders other than those solely for COTS items; by accepting or performing this Purchase Order, Seller is certifying that it has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment for all covered contractor information systems relevant to the Purchase Order
252.204-7021	Cybersecurity Maturity Model Certification Requirements	Applies to all Purchase Orders other than those solely for COTS items. Prior to award of the Purchase Order, Seller must certify to Buyer that it has a current (i.e., not older than 3 years) CMMC certificate at the CMMC level that is appropriate for the information that is being flowed down to Seller
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	
252.211-7003	Item Unique Identification and Valuation	Applies to Purchase Orders for items for which item unique identification is required in accordance with paragraph (c)(1) of the clause

252.223-7001	Hazard Warning Labels	Applies to Purchase Orders that involve the delivery of “hazardous materials” as defined in FAR 52.223-3
252.223-7002	Safety Precautions for Ammunition and Explosives	Applies to Purchase Orders that involve the delivery of ammunition or explosives. Government safety representatives are authorized to evaluate Seller’s safety programs, implementation, and facilities as the Government determines necessary. Seller shall provide the Government access to its facilities, personnel, and safety program documentation in order to carry out this evaluation. Buyer may direct Seller to cease performance of the Purchase Order if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property or contract performance
252.223-7003	Changes in Place of Performance—Ammunition and Explosives	Applies to Purchase Orders that involve the delivery of ammunition or explosives
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic and Hazardous Materials—Basic	Applies to Purchase Orders that require, may require or permit Seller access to a DoD installation
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	Applies to Purchase Orders for the development, production, manufacture, or purchase of arms, ammunition, or explosives or when arms, ammunition, or explosives will be provided to Seller as government-furnished property
252.223-7008	Prohibition of Hexavalent Chromium	Applies to Purchase Orders that are for supplies, maintenance and repair services, or construction materials
252.225-7001	Buy American and Balance of Payments Program	Applies to the Purchase Order if Seller will provide end products that will be delivered to the U.S. Government as-is (e.g., spare parts); Alternate I (FEB 2024) applies if the end products are in support of operations in Afghanistan
252.225-7002	Qualifying Country Sources as Subcontractors	
252.225-7004	Report of Intended Performance Outside the United States and Canada—Submission After Award	Applies to Purchase Orders with a value exceeding the threshold specified in DFARS 225.7201(a) that will be performed outside of the United States and Canada; Seller is only required to provide the information that Buyer needs to comply with this clause
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	Applies to Purchase 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	Applies if the Purchase Order is for the delivery of specialty metals as end items

252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Applies to Purchase Orders for items containing specialty metals; paragraphs (d) and (e)(1) are excluded; Seller may not rely on the exception in paragraph (c)(6) of the clause without Buyer's prior written consent
252.225-7012	Preference for Certain Domestic Commodities	
252.225-7013	Duty-Free Entry	Applies to Purchase Orders for qualifying country components or nonqualifying country components for which Seller estimates that duty will exceed \$200 per unit; Seller must include the Prime Contact number on all shipping documents submitted to Customs for Products for which duty-free entry is claimed
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools	
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	Applies to all Purchase Orders, except those for commercial products or Products that do not contain ball or roller bearings
252.225-7021	Trade Agreements-Basic	Applies to the Purchase Orders if Seller will provide end products that will be delivered to the U.S. Government as-is (e.g., spare parts)
252.225-7025	Restriction on Acquisition of Forgings	Applies to Purchase Orders for forging items or for other items that contain forging items
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	Applies to Purchase Orders that involve delivery to the government of carbon, alloy, or armor steel plate described in paragraph (b) of the clause
252.225-7033	Waiver of United Kingdom Levies	Applies to Purchase Orders which may involve the award of a lower-tier subcontract exceeding \$1M to a U.K. firm
252.225-7036	Buy American—Free Trade Agreements—Balance of Payments Program - Basic	Applies to the Purchase Order if Seller will provide end products that will be delivered to the U.S. Government as-is (e.g., spare parts)
252.225-7041	Correspondence in English	
252.225-7042	Authorization to Perform	Applies if work is performed outside the United States
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	Applies if the Purchase Order requires Seller personnel to perform work or travel outside of the United States, except if Seller is a foreign government, a representative of a foreign government, or a foreign corporation wholly owned by a foreign government
252.225-7048	Export-Controlled Items	
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum and Tungsten	Applies to Purchase Orders for Products containing a "covered material" (as defined in paragraph (a) of the clause), unless an exception in paragraph (c) of the clause applies

252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Applies to Purchase Orders with a value exceeding \$500,000
252.227-7013*	Rights in Technical Data— Other Than Commercial Products and Commercial Services	Applies to Purchase Orders under which technical data for other than commercial products and commercial services, or for commercial products or commercial services developed in any part at Government expense, will be obtained from Seller for delivery to Buyer and/or the Government
252.227-7014*	Rights in Other Than Commercial Computer Software and Other Than Computer Software Documentation	Applies to Purchase Orders when Seller's performance will require the delivery of other than commercial computer software or computer software documentation
252.227-7015*	Technical Data—Commercial Products and Commercial Services	Applies to Purchase Orders requiring technical data related to commercial products or commercial services developed in any part at private expense to be delivered to Buyer and/or the Government
252.227-7016*	Rights in Bid or Proposal Information	
252.227-7017*	Identification and Assertion of Use, Release, or Disclosure Restrictions	
252.227-7019*	Validation of Asserted Restrictions— Computer Software	Applies to Purchase Orders under which Seller will be furnishing computer software to Buyer and/or the Government
252.227-7025*	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	
252.227-7026*	Deferred Delivery of Technical Data or Computer Software	The 2 year timeframe in this clause shall run from the date Buyer accepts the last delivery of the applicable item from Seller for use in performing the Purchase Order
252.227-7027*	Deferred Ordering of Technical Data or Computer Software	The 3 year timeframe in this clause shall run from the date Buyer accepts the last delivery of the applicable item from Seller for use in performing the Purchase Order
252.227-7030*	Technical Data—Withholding of Payment	

252.227-7037*	Validation of Restrictive Markings on Technical Data	Applies to Purchase Orders that require delivery of technical data
252.228-7001	Ground and Flight Risk	Paragraph (f) does not apply to Purchase Orders for commercial products or commercial services
252.228-7005	Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	Applies to Purchase Orders that require Seller cooperation and assistance in mishap investigations
252.234-7002	Earned Value Management System	Applies to Purchase Orders with a value exceeding \$50 million if Seller is identified in the Prime Contract; applies to Purchase Orders valued at less than \$50 million if Seller is identified in the Prime Contract, but paragraph (c) is excluded
252.234-7004	Cost and Software Data Reporting System—Basic	Applies to Purchase Orders with a value exceeding \$50 million
252.235-7003	Frequency Authorization—Basic	Applies to Purchase Orders requiring the development, production, construction, testing or operation of a device for which a radio frequency authorization is required
252.235-7010	Acknowledgement of Support and Disclaimer	Applies to Purchase Orders for research and development
252.239-7000	Protection Against Compromising Emanations	Applies to Purchase Orders involving information technology that requires protection against compromising emanations
252.239-7001	Information Assurance Contractor Training and Certification	Applies to Purchase Orders involving the performance of information assurance functions as described in DoD 8570.01-M
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services	Applies to Purchase Orders which require securing telecommunications
252.239-7018	Supply Chain Risk	Applies to Purchase Orders for information technology, whether acquired as a service or as a supply, that is a covered system, is part of a covered system, or is in support of a covered system, as defined in DFARS 239.7301
252.243-7002	Requests for Equitable Adjustment	
252.244-7000	Subcontracts for Commercial Products or Commercial Services	
252.245-7003	Contractor Property Management System Administration	
252.245-7005*	Management and Reporting of Government Property	Applies if FAR 52.245-1 applies.
252.246-7001	Warranty of Data Alternate	Applies to Purchase Orders that require delivery of technical data

252.246-7003	Notification of Potential Safety Issues	Applies to Purchase Orders 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. Seller shall provide the notification required by paragraph (c) of the clause to: (i) Buyer; and (ii) the Administrative Contracting Officer (ACO) and the Procuring Contracting Officer (PCO) assigned to Buyer's Prime Contract
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	Applies to Purchase Orders for electronic parts or assemblies containing electronic parts, excluding the introductory language, but including paragraphs (a) through (e)
252.246-7008	Sources of Electronic Parts	Applies to Purchase Orders that are for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer
252.247-7023	Transportation of Supplies by Sea - Basic	Applies to all Purchase Orders for the types of supplies described in paragraph (c)(2) of the clause; for Purchase Orders at or below the simplified acquisition threshold, only paragraphs (a) through (f) and paragraph (j) apply
252.249-7002	Notification of Anticipated Contract Termination or Reduction	Applies Purchase Orders with a value that equals or exceeds the threshold specified in DFARS 249.7003(c)(2)(i) at the time of the notice

c. *The following additional FAR and DFARS clauses apply to all Purchase Orders that include the performance of Services, to the extent applicable as indicated below.*

Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)
<b>FAR</b>		
52.204-14	Service Contract Reporting Requirements	Applies to Purchase Orders valued at or above the thresholds set forth in 4.1703(a)(2). The Seller must provide to Buyer the information described in paragraph (f); the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010
52.222-41	Service Contract Labor Standards	Applies to Purchase Orders for Services that are subject to the Service Contract Labor Standards statute
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain	Applies to Purchase Orders for Services if Seller certifies it qualifies for an exemption under FAR 52.222-48



Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)
	Equipment - Requirements	
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements	Applies to Purchase Orders for Services if Seller certifies it qualifies for an exemption under FAR 52.222-52
52.222-54	Employment Eligibility Verification	Applies to Purchase Orders for Services performed in the United States with a value exceeding \$3,500, except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item
52.222-55	Minimum Wages for Contractor Workers under Executive Order 14026	Applies to Purchase Orders for Services that are subject to the Service Contract Labor Standards statute and that are to be performed in whole or in part in the United States
52.222-62	Paid Sick Leave Under Executive Order 13706	Applies to Purchase Orders subject to the Service Contract Labor Standard statute and that will be performed in whole or in part in the United States
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Applies to Purchase Orders for Services to be performed on a government installation
<b>DFARS</b>		
252.209-7009	Organizational Conflict of Interest – Major Defense Acquisition Program	Applies to Purchase Orders issued in support of Department of Defense prime contracts and higher-tiered subcontracts; applies to Purchase Orders for systems engineering and technical assistance for major defense acquisition programs or pre-major defense acquisition programs
252.237-7023	Continuation of Essential Contractor Services	Applies to Purchase Orders for essential services issued in support of Department of Defense prime contracts and higher-tiered subcontracts

II. **Purchase Orders for Other Than Commercial Products and Commercial Services**

- a. **The following additional FAR clauses apply to Purchase Orders for other than for commercial products and commercial services issued in support of a U.S. Government prime contract or higher-tiered subcontract, to the extent applicable as indicated below.**

Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)
<b>FAR</b>		
52.203-14	Display of Hotline Poster(s)	Applies to Purchase Orders that have a value exceeding the threshold specified in FAR 3.1004(b)(1) on the date of award of the Purchase Order, except when the Purchase Order is performed entirely outside the United States
52.215-2	Audit and Records—Negotiation	Applies to Purchase Orders with a value exceeding the simplified acquisition threshold: (i) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination thereof; (ii) for which certified cost or pricing data are required; or (iii) that require Seller to furnish cost, funding, or performance reports as discussed in paragraph (e) of this clause
52.215-10	Price Reduction for Defective Cost or Pricing Data	Applies unless the Purchase Order is exempt from the requirement to submit certified cost or pricing data
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	Applies to Purchase Orders that do not include FAR 52.215-10 and that may require the submission of cost or pricing data for modifications
52.215-12	Subcontractor Certified Cost or Pricing Data	Applies to Purchase Orders that require the submission of certified cost or pricing data for the Purchase Order
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications	Seller shall certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the certified cost or pricing data submitted by Seller were accurate, complete, and current as of the date of agreement on the negotiated price of the Purchase Order or Purchase Order modification
52.215-14	Integrity of Unit Prices Alternate I (OCT 1997)	Does not apply to Purchase Orders below the simplified acquisition threshold, as defined in FAR 2.101 on the date of Purchase Order award and does not apply to Purchase Orders for services where supplies are not required; paragraph (b) does not apply

Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)
52.215-15	Pension Adjustments and Asset Reversions	Applies to Purchase Orders for which it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to FAR Part 31
52.215-16	Facilities Capital Cost of Money	Applies if the Purchase Order is subject to the cost principles at FAR Subpart 31.2
52.215-17	Waiver of Facilities Capital Cost of Money	Applies if the Purchase Order is subject to the cost principles at FAR Subpart 31.2 and Seller did not propose facilities capital cost of money in its offer
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	Applies to Purchase Orders for which it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to FAR Part 31
52.215-19	Notification of Ownership Changes	Applies to Purchase Orders for which it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to FAR Subpart 31.2
52.215-23	Limitations on Pass-Through Charges	Applies to cost-reimbursement Purchase Orders; if the Prime Contract is with the Department of Defense, the clause applies to both cost- reimbursement and fixed-price Purchase Orders that exceed \$2 million, except those identified in FAR 15.408(n)(2)(i)(B)(2)
52.219-9	Small Business Subcontracting Plan	Applies to Purchase Orders that exceed the applicable threshold specified in FAR 19.702(a) on the date of award of the Purchase Order, except for Purchase Orders issued to small business concerns
52.219-16	Liquidated Damages - Subcontracting Plan	Applies to Purchase Orders to which FAR 52.219-9 applies
52.226-7	Drug-Free Workplace	
52.227-11*	Patent Rights—Ownership by the Contractor	Applies to Purchase Orders that involve experimental, developmental or research work
52.227-13*	Patent Rights—Ownership by the Government	Applies to Purchase Orders that involve experimental, design or research work if Seller: (i) is not located in the United States; (ii) does not have a place of business located in the United States; or (iii) is subject to the control of a foreign government
52.227-14*	Rights in Data - General	Applies if data will be produced, furnished, or

Clauses		Limitations on Applicability (if blank, the clause applies to all Purchase Orders)
		acquired under the Purchase order
52.230-2	Cost Accounting Standards	Applies to Purchase Orders that are not subject to an exemption under 48 CFR 9903.201-1(b); paragraph (b) is excluded
52.230-3	Disclosure and Consistency of Cost Accounting Practices	Applies to Purchase Orders that are not subject to an exemption under 48 CFR 9903.201-1(b); paragraph (b) is excluded
52.230-4	Disclosure and Consistency of Cost Accounting Practices - Foreign Concerns	Applies in lieu of FAR 52.230-3 if Supplier is a foreign concern, and the Purchase Order is not subject to an exemption in 48 CFR 9903.201-1(b)
52.230-5	Cost Accounting Standards - Educational Institution	Applies in lieu of FAR 52.230-5 if Supplier is an educational institution, and the Purchase Order is not subject to an exemption in 48 CFR 9903.201-1(b)
52.230-6	Administration of Cost Accounting Standards	Applies to Purchase Orders that include the clause or substance of the clause at FAR 52.230-2, FAR 52.230-3, FAR 52.230-4, or FAR 52.230-5
52.242-5	Payments to Small Business Subcontractors	Applies to Purchase Orders to which FAR 52.219-9 applies
52.246-26	Reporting Nonconforming Items	Applies to Purchase Orders for items subject to higher-level quality standards in accordance with FAR 52.246-11; critical items; electronic parts or end items, components, parts, or materials containing electronic parts, if the Purchase Order exceeds the simplified acquisition threshold; or for the acquisition of Services, if the Seller will furnish, as part of the service, any items that meet the criteria specified above

- b. *The following additional DFARS clauses apply to Purchase Orders for other than for commercial products and commercial services issued in support of a Department of Defense prime contract or higher-tiered subcontract, to the extent applicable as indicated below.*

DFARS		
252.203-7000	Requirements Relating to Compensation of Former DOD Officials	
252.203-7001	Prohibition on Persons Convicted of Fraud or other Defense Contract-	Applies to first-tier Purchase Orders with a value exceeding the simplified acquisition

	Related Felonies	threshold in FAR 2.101
252.203-7004	Display of Fraud Hotline Poster(s)	Applies to Purchase Orders with a value exceeding the threshold specified in DFARS 203.1004 (b)(2)(ii) on the date of award of the Purchase Order
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material	Not applicable if the item being purchased contains no precious metals
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)—Basic	Applies to Purchase Orders to which FAR 52.219-9 applies
252.219-7004	Small Business Subcontracting Plan (Test Program)	Applies to Purchase Orders to which FAR 52.219-9 applies
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	Applies to Purchase Orders with a value exceeding \$1M
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People’s Republic of China	Only applies to Purchase Orders that meet the definition of a “covered contract” in the clause, which includes Department of Defense Purchase Orders that exceed \$5 million
252.226-7003	Drug-Free Work Force	
252.227-7038*	Patent Rights—Ownership by the Contractor (Large Business)	Applies to Purchase Orders involving experimental, developmental or research work if Seller: (i) is not a small business concern; and (ii) is not a non-profit organization. If Seller (i) is not located in the United States; (ii) does not have a place of business located in the United States; or (iii) is subject to the control of a foreign government, FAR 52.227-13 applies in lieu of this clause
252.227-7039*	Patents--Reporting of Subject Inventions	Applies to Purchase Orders that contain FAR 52.227-11, FAR 52.227-13 or DFARS 252.227-7038
252.231-7000	Supplemental Cost Principles	
252.235-7010	Acknowledgement of Support and Disclaimer	Applies to Purchase Orders for research and development
252.243-7001	Pricing of Contract Modifications	

**III. FAR Agency Supplemental Clauses**

- a. *The following DAFFARS clauses applies to all Purchase Orders issued in support of a Department of the Air Force prime contract or higher-tiered subcontract, to the extent applicable as indicated below.*

DAFFARS Clause	Title	Limitations on Applicability
5352.223-9000	Elimination of Use of Class I Ozone Depleting Substances (ODS)	

- b. *The following DLAD clauses apply to all Purchase Orders issued in support of a Defense Logistics Agency prime contract or higher-tiered subcontract, to the extent applicable as indicated below.*

<b>DLAD Clause</b>	<b>Title</b>	<b>Limitations on Applicability</b>
52.245-9002	Use of Government Furnished Property	
52.245.9009	Government Furnished Property	