



Terms and Conditions for Commercial Off-The-Shelf (COTS) Items

Purchase Order (Less Than \$500,000)

REFERENCE NUMBERS

SELLER shall include Purchase Order number, applicable line-item numbers, tag numbers, and stock code numbers on all invoices, correspondence, shipping papers, and packing lists.

DELIVERY INFORMATION

The key to timely deliveries is effective communication and preparation. Security requirements must remain stringent to ensure safety; effectively communicating these requirements and ensuring the drivers are prepared will help facilitate rapid processing.

Sponsorship: All visitors, including delivery drivers, must be appropriately sponsored. Sponsorship may be done by all CAC holders or personnel specially designated on the AEDC Form 898. Advance knowledge of the delivery driver's name will help the sponsorship process and reduce delays. Phone sponsorship is NOT authorized!

Personnel Vetting: Criminal background checks must be conducted on all visitors, including delivery drivers, passengers, etc.

Driver Knowledge: Drivers must know who their Point of Contact (POC) is and how to contact them. If they don't know it, it must be listed on the documentation below.

Documentation: Drivers must have documentation to facilitate entry. Examples of the type of documentation include, but are not limited to the following list:

- Government Bill of Lading
- Shipping Bill of Lading
- Invoice
- Delivery Manifest
- Delivery Slip
- Work Order or Purchase Order
- Email from a .mil account stating the purpose of the delivery, POC full name and phone number. (Email must provide date of delivery, not a blanket email)
- As a last resort, handwritten documentation will be accepted on company letterhead as long as it includes enough appropriate information to permit validation.

****NOTE: A DESTINATION IS NO LONGER REQUIRED**

All drivers must have in their possession a valid driver license, Registration, and Proof of Insurance.

Entry Denials: The following circumstances will result in a denial of entry and cause the delivery to be turned away:

- Un-sponsored driver when no authorized sponsor can be contacted.
- Personnel with an active warrant or a criminal history incompatible with the commander's entry denial matrix, will be denied entry. (Copies of the denial matrix are available through your contracting officer)
- Lack of documentation or incorrect documentation
- Driver is a Legal Permanent Resident (LPR) or Foreign National (FN)

Arnold Engineering Development Complex (AEDC) (Air Force, Air Force or other Government Contractors and National Aerospace Solutions, LLC) personnel have the right to search vehicles at any time while on Arnold Force Base, White Oak, MD (Tunnel 9), and Moffet field.

GC-1 ENTIRE AGREEMENT AND SURVIVAL

This Purchase Order shall constitute the sole and exclusive agreement between the parties regarding the sale by SELLER and purchase by BUYER of the Products covered hereunder. This Purchase Order supersedes all other writings and oral communications, and nothing shall be construed to be an acceptance of any alternative terms of SELLER. SELLER'S performance under this Purchase Order shall constitute SELLER'S acceptance of all terms and conditions herein. SELLER agrees that no pre-printed provision in any invoice or other document of SELLER shall apply to this Purchase Order, or the transaction covered hereby. Notwithstanding the foregoing, the Representations and Certifications included in the BUYER'S request for proposal and submitted in the SELLER'S offer are hereby expressly incorporated by reference into this Purchase Order. The clauses in these General Conditions titled "WARRANTIES", "INFRINGEMENT", "COMPLIANCE WITH LAWS" and "APPLICABLE LAW" shall remain in effect and be fully enforceable following the delivery of and payment for the Products or termination of this Purchase Order.

GC-2 CHANGES

- A. BUYER, through its authorized procurement representative, may at any time direct, in writing, changes, including but not limited to changes in any one or more of the following:
 - (1) additions to or deletions from quantities ordered;
 - (2) delivery schedule;
 - (3) method of shipment or packing; and
 - (4) place of delivery.
- B. If any such change causes an increase or decrease in the cost of or timing required to provide the Product(s), an equitable adjustment may be made in the price or delivery schedule, or both, and the Purchase Order shall be modified by written amendments or revisions executed by authorized representatives. Any request by the SELLER for adjustment under this Changes clause must be asserted within thirty (30) days from the date of receipt by the SELLER of the notification of change. However, nothing in this clause shall excuse SELLER from proceeding with the order as changed.
- C. No modifications of these General Conditions shall be valid unless reduced to writing and signed by both parties.

GC-3 PRICE AND PAYMENT

- A. The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of Products covered by this Purchase Order, but shall include all charges and expenses in connection with the packing of the Products and their carriage to the place of delivery to BUYER unless specifically excluded. SELLER shall be paid, except as otherwise stated in this Purchase Order, upon submission of proper invoices, the prices stipulated herein for Products delivered and accepted; however, payment may be withheld or portions thereof may be deducted if in BUYER'S reasonable opinion SELLER is not performing work in accordance with the provisions of this Purchase Order or if proper set offs in favor of BUYER in other transactions are asserted. BUYER reserves the right to make payments due hereunder directly to suppliers of SELLER whenever BUYER has reason to believe SELLER has not paid or is likely not to pay such suppliers amounts due them on a timely basis.
- B. SELLER shall submit an original invoice and two (2) copies to the address designated on the face of this Purchase Order or issue electronically at **AccountspayableBNH@bnh-jv.com** The invoice must include at least the following:
- (1) Name, address and DUNS number of SELLER,
 - (2) Name, title and phone number of the person to notify in the event of a defective invoice,
 - (3) Invoice date and number,
 - (4) Purchase Order number,
 - (5) Line-item number, description, quantity, unit of measure, unit price and extended price of items delivered, and
 - (6) Terms of any discount for prompt payment offered.
- C. Any cash discount period offered by SELLER shall be computed from the date that all obligations hereunder are met. The foregoing payment and cash discount periods shall be extended by the period of any delay caused by an error in the invoice requiring correction or resolution of issues relating to acceptance of material and/or documentation. BUYER may elect to pay SELLER through BUYER'S Electronic Funds Transfer (EFT) system. SELLER shall advise BUYER in writing, within thirty (30) days prior to due date of first invoice of the bank and account number to which EFT payments may be made to SELLER.

GC-4 DELIVERY AND EXCUSEABLE DELAYS

Timely performance and delivery in accordance with the schedule herein are essential to this Purchase Order. However, SELLER will not be liable for delays in performing its obligations to the extent the delay is caused by an unforeseeable condition which is beyond SELLER'S reasonable control without SELLER'S fault or negligence. Acts of God, such as floods, as well as government priorities, acts of civil or military authorities, fires, epidemics, war or riot are examples of events that will be excusable for being beyond SELLER'S reasonable control, only upon fulfillment of the following conditions: (a) within seven (7) days of the commencement of any excusable delay, SELLER shall

provide BUYER with written notice of the cause and extent thereof as well as a request for a schedule extension for the estimated duration thereof; and (b) within seven (7) days of the cessation of the event causing delay, SELLER shall provide BUYER with written notice of actual delay incurred, upon receipt of which the date of promised delivery shall be extended for the time actually lost by reason of an excusable delay.

GC-5 TITLE AND RISK OF LOSS

Except as otherwise provided herein, all Products furnished by SELLER hereunder shall become the property of BUYER or U.S. Government, as applicable, upon payment therefor or upon delivery, whichever occurs earlier. Notwithstanding the foregoing, SELLER shall be responsible for and shall bear any and all risk of loss or damage to the Products until delivery thereof in accordance with the delivery provisions of this Purchase Order. Upon such delivery, SELLER shall cease to bear the risk of loss or damage; provided, however, that any loss or damage, whenever occurring, which results from SELLER'S negligence, such as nonconforming packaging or crating shall be borne by SELLER.

GC-6 EXPEDITING AND INSPECTION

The Products to be provided by SELLER shall be subject to expediting and may also be subject to inspection by BUYER. BUYER'S representative shall be afforded free access during working hours to SELLER'S plants for such purpose, and SELLER agrees to procure a similar right for BUYER with respect to SELLER'S suppliers and or subcontractors.

GC-7 WARRANTIES

SELLER warrants that the Products shall be new, most suitable grade for intended purpose, free from defects in design, material, and workmanship and in full accordance with the terms and conditions of this order. The warranty period shall be any time prior to one (1) year from the date of shipment. SELLER'S liability hereunder shall extend to all damages proximately caused by the breach of any of the foregoing warranties, including incidental damages, such as disassembly, removal, inspection, re-installation, re-testing, costs of transportation or warehousing. Except as otherwise expressly stated herein, SELLER'S liability shall not extend to consequential damages from the breach of any warranty.

GC-8 INFRINGEMENT

SELLER shall indemnify, defend and hold harmless BUYER and the U.S. Government and their officers, members, employees and agents against liability, including all damages and costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this Purchase Order, provided SELLER is reasonably notified of such claims and proceedings.

GC-9 COMPLIANCE WITH LAWS

- A. SELLER warrants that all Products shall have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations to which the Products are subject, including but not limited to all applicable export and import laws, rules and regulations. SELLER shall execute and deliver to BUYER any documents as may be required to effect or to evidence such compliance.
- B. SELLER agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to

influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 15 U.S.C. 78dd-1, et seq., The Foreign Corrupt Practices Act of 1977; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

GC-10 ASSIGNMENT

Any assignment of this Purchase Order or of any rights hereunder in any manner, in whole or in part, by operation of law or otherwise, without the prior written consent of BUYER shall be void.

GC-11 TERMINATION FOR CONVENIENCE

- A. BUYER reserves the right to terminate this Purchase Order, or any part hereof, for its sole convenience. In the event of such termination, SELLER shall immediately stop all terminated work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease such work. Subject to the terms of this Purchase Order, SELLER shall be paid a percentage of each applicable Release Order price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges SELLER can demonstrate to the satisfaction of BUYER using its standard record keeping system, have directly resulted from the termination. SELLER shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This sub clause does not give the BUYER any right to audit SELLER'S records. SELLER shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- B. BUYER will pay to SELLER as full compensation: (1) all amounts due and not previously paid to SELLER for Products completed and accepted in accordance with this Purchase Order prior to such notice, and (2) a reasonable profit for costs incurred in the performance of the terminated work in progress.
- C. The total sum to be paid to SELLER under this clause shall not exceed the total price of all applicable terminated Release Orders as reduced by the amount of payments otherwise made and as further reduced by the price of work not terminated and will not include any consideration for loss of anticipated profits on the terminated work, all claims for which SELLER agrees to waive.

GC-12 TERMINATION FOR DEFAULT

- A. BUYER may terminate this Purchase Order, or any part hereof, for default if the SELLER fails to comply with any terms or conditions of this Purchase Order, or fails to provide BUYER, upon request, with adequate assurances of future performance. In the event of termination for default, BUYER shall not be liable to SELLER for any amount for supplies or services not accepted, and SELLER shall be liable to BUYER for any and all rights and remedies provided by law. If, after notice of termination is provided under this clause, it is determined that for any reason that SELLER was not in default, the rights and obligations of BUYER and SELLER shall be the same as if the notice of termination had been issued pursuant to the General Condition titled "TERMINATION FOR CONVENIENCE".
- B. In the event BUYER terminates this Purchase Order in whole or in part as provided in this clause, BUYER may procure, upon such terms and in such manner as BUYER may deem appropriate, Products similar to those so terminated, and SELLER shall be liable to BUYER for any additional costs for such similar

products provided; however, SELLER shall continue the performance of this Purchase Order to the extent not terminated under the provisions of this clause.

GC-13 NON-WAIVER

Failure of BUYER to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies or to properly notify SELLER in the event of breach, or the acceptance of or payment for any Products hereunder, shall not release SELLER of any of the warranties or obligations of this Purchase Order and shall not be deemed a waiver of any right of BUYER to insist upon strict performance hereof of any of its rights or remedies as to any such Products.

GC-14 APPLICABLE LAW

Irrespective of place of performance, this Purchase Order will be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government. To the extent that the federal common law of government contracts is not dispositive, the laws of the state of Tennessee shall apply.

GC-15 BUY AMERICAN ACT

This Purchase Order is subject to the Buy American and Trade Agreement Government clauses included in the General Condition titled "GOVERNMENT CLAUSES INCORPORATED BY REFERENCE". SELLER is solely responsible for compliance with such clauses and agrees to indemnify and hold harmless BUYER from any and all direct, indirect or consequential expenses or other damages relating to or arising out of the failure of SELLER or its Sub-suppliers to comply with such clauses.

GC-16 DISPUTES

- A. All disputes arising under or relating to this Purchase Order which cannot be resolved by negotiation shall be resolved under this clause.
- B. "Claim," as used in this clause, means a written demand or written assertion by either BUYER or SELLER (the "Parties") seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of purchase order terms, or other relief whether in contract or in tort, arising under or relating to this purchase order. A voucher, invoice, other routine request for payment or request for equitable adjustment under a remedy granting clause that is not in dispute when submitted is not a claim under this clause. The submission may be converted to a Claim, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- C. If for any reason SELLER and BUYER are unable to negotiate a resolution of a Claim, SELLER or BUYER shall notify the other Party in writing that a dispute exists and request or provide a final determination by

BUYER. Any such request by SELLER shall be clearly identified by reference to this clause and shall summarize the facts in dispute and SELLER'S proposal for resolution. With respect to Claims for equitable adjustment under any remedy granting clause under this Purchase Order, SELLER shall be deemed to have waived such Claim unless SELLER has requested resolution of the Claim under this clause within one year of the date that such Claim first arises or the Final Acceptance of the Work under this purchase order, whichever occurs earlier.

- D. As a condition precedent to further consideration of any Claim by SELLER where the amount requested by SELLER exceeds \$100,000 or the resolution of the Claim could result in payment by BUYER in excess of \$100,000, SELLER shall provide the following certification:

"I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the purchase order adjustment for which SELLER believes BUYER or U.S. Government is liable; and that I am duly authorized to certify the claim on behalf of SELLER".

The foregoing certification may be executed by any person duly authorized by SELLER'S governing documents to bind SELLER with respect to the Claim. At the request of BUYER, SELLER agrees to provide evidence of such authorization.

- E. BUYER will, within forty-five (45) calendar days of any request by SELLER, either (1) provide a written final determination setting forth the contractual basis for its decision and defining what purchase order adjustments it considers equitable; or (2) notify SELLER of the date by which the decision will be made upon SELLER'S written acceptance of BUYER'S determination, the purchase order will be modified in accordance with the General Condition titled "CHANGES", and the determination implemented accordingly or, failing agreement, BUYER may in its sole discretion pay such amounts and/or revise the time for performance of the Work in accordance with BUYER'S final determination.
- F. If a Claim by SELLER is based on alleged actions, inactions or omissions of CUSTOMER and the interests of justice would be served by resolving SELLER'S Claim in a single proceeding, BUYER may, in its sole discretion, elect to sponsor SELLER'S Claim under the Disputes clause of BUYER'S Prime Contract and allow SELLER to proceed in BUYER'S name. In the event that BUYER so sponsors a Claim, SELLER agrees to enter into a sponsorship agreement under which SELLER waives its right to reimbursement from BUYER except to the extent that CUSTOMER is liable to BUYER; and SELLER shall indemnify BUYER for any costs and expenses associated with sponsorship of the Claim.
- G. If BUYER'S final determination is not accepted by SELLER the matter shall, within thirty (30) calendar days, be referred to senior executives of the Parties for resolution in accordance with the following procedures:
- {1) The Parties' senior executives shall have designated authority to settle the dispute. Where appropriate for resolution, the Parties may prepare and exchange memoranda stating the issues in dispute and their respective positions, summarizing the negotiations that have taken place and attaching relevant documents. The senior executives may, in their discretion, meet for negotiations at a mutually agreed time and place as soon as is practicable after the exchange of memoranda.

(2) All communications, whether oral or written, related to the foregoing meeting shall be deemed to have been made as part of efforts to compromise the Claim and may not be admissible as evidence in any subsequent proceedings.

- H. If the matter has not been resolved within sixty (60) calendar days of the commencement of the referral to senior executives, the Parties shall attempt to resolve the dispute in non-binding mediation to be held in Tullahoma, Tennessee in accordance with the Center for Public Resources Model Procedure for Mediation of Business Disputes. Each Party shall be responsible for its own expenses.
- I. If the matter has not been resolved within sixty (60) calendar days of the commencement of mediation, or if either BUYER or SELLER will not participate in mediation, either Party may pursue any legal remedy provided however that in no event shall an action be brought more than one year after the date of BUYER'S final determination. If no action is filed in a court of law by such date, all rights shall be deemed waived, and the final determination shall be final and binding, without any further right of redress or appeal.

The Parties further agree to waive all rights regarding jurisdiction or venue, including but not limited to forum non conveniens, and agree that the only venue for the filing of any court proceeding with respect to any dispute under this Purchase Order shall be exclusively in Federal District Court, with venue in the United States Court for the Eastern District of Tennessee, Southern Division. However, in the event the requirements for jurisdiction in Federal District Court are not present, such litigation shall be brought in a Tennessee Circuit or Chancery Court as appropriate, in a county with appropriate jurisdiction. Each party hereby waives its right to a jury trial in any judicial proceeding. Further, any court ordered mediation or binding arbitration shall be in Tullahoma, Tennessee.

- J. If a court awards prejudgment interest on a claim, the interest rate shall be the applicable rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563)
- K. SELLER shall proceed diligently with performance of this Purchase Order, pending final resolution of any request for relief, Claim, appeal, or action arising under the Purchase Order, and comply with any decision of BUYER.
- L. Absent agreement of BUYER and other than for a period not to exceed forty-five (45) days for final decision, thirty (30) days for senior management review, and sixty (60) days for mediation, these contractual remedies shall not be deemed to waive, act as a condition precedent to accrual or otherwise extend any statute of limitation applicable to any claim that would have lapsed but for the BUYER'S agreement to negotiate SELLER'S requests for equitable adjustments or Claims.

GC-17 GOVERNMENT CLAUSES INCORPORATED BY REFERENCE

- A. The Federal Acquisition Regulation (FAR) and the Department of Defense Regulation (DFAR) which are incorporated by reference herein shall have the same force and effect as if printed in full text.
- B. Full text of the referenced FAR or DFARS clauses can be accessed online at website address:
<http://www.acquisition.gov/dfars>
- C. Wherever necessary to make the context of the unmodified FAR, DFARS and CONTRACTOR'S

Prime Contract clauses applicable to this Purchase Order:

- (1) The term "Contractor" shall mean "Seller;"
- (2) The term "Contract" shall mean this Purchase Order; and
- (3) The term "Government," "Contracting Officer" and equivalent phrases shall mean CONTRACTOR and/or CONTRACTOR'S representative, except the terms "Government" and "Contracting Officer" do not change:
 - (i) In the phrases "Government Property," "Government-Furnished Property," and "Government-Owned Property;"
 - (ii) In any patent, data rights or other intellectual property clauses incorporated herein, except that the term "Government" shall mean both "Government" and "CONTRACTOR" with respect to any Patent Indemnity clause;
 - (iii) When a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or his duly authorized representative;
 - (iv) When title to property is to be transferred directly to the Government;
 - (v) When access to proprietary financial information or other proprietary data is required except for authorized audit rights; and
 - (vi) Where specifically modified herein.
- (4) For authorized audit rights, the term "Contracting Officer, or an authorized representative of the Contracting Officer" shall also include "CONTRACTOR, or an authorized representative of CONTRACTOR."

- D. Seller shall incorporate these requirements in any lower-tier subcontracts or purchase orders.
- E. The general comments in the "instructions" section of the table below regarding applicability are provided for convenience only. SELLER is responsible for reviewing the text of each clause to determine its applicability to this Purchase Order
- F. The following clauses are incorporated by reference into this Purchase Order:

FAR Code	Title	Effective Date	Alternate/Deviation	Variation Effective Date
2.101	Definitions			
4.102	Contractor's Signature			
9.403	Definitions			
9.505	General Rules			
9.505	General Rules			
9.601	Definition			
17.207	Exercise of Options			
17.207(c)	Exercise of Options			
3.104-1	Procurement Integrity - Definitions			
3.104-4	Disclosure, protection, and marking of contractor bid or proposal information and source selection information.			
31.201-5	Credits			
31.205-15	Fines, Penalties, and Mischarging Costs			
52.202-1	Definitions	Jun 2020		
52.203-10	Price or Fee Adjustment for Illegal Activity	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct	Nov 2021		
52.203-16	Preventing Personal Conflicts of Interest	Jun 2020		
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	Jun 2020		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017		
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		
52.203-7	Anti-Kickback Procedures	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Jun 2020		
52.204-12	Unique Entity Identifier Maintenance	Oct 2016		
52.204-13	System for Award Management Maintenance	Oct 2018		

52.204-14	Service Contract Reporting Requirements	Oct 2016		
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020		
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014		
52.204-2	Security Requirements	Mar 2021		
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Nov 2021		
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	Nov 2021		
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Nov 2021		
52.204-27	Prohibition on a ByteDance Covered Application	Jun 2023		
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011		
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011		
52.208-8	Required Sources for Helium and Helium Usage Sata	Aug 2018		
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	May 2014		
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2015		
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Nov 2021		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Oct 2018		
52.210-1	Market Research	Nov 2021		
52.211-15	Defense Priority and Allocation Requirements	Apr 2008		
52.211-5	Material Requirements	Aug 2000		
52.214-11	Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (DEVIATION 2022-O0001)	Oct 2021	Deviation 2022-O0001	Oct 2021
52.215-13	Subcontractor Certified Cost or Pricing Data -- Modifications (Deviation 2022-O0001)	Oct 2021	Deviation 2022-O0001	Oct 2021
52.215-14	Integrity of Unit Prices	Nov 2021		

52.215-15	Pension Adjustments and Asset Reversions	Oct 2010		
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Jul 2005		
52.215-19	Notification of Ownership Changes	Oct 1997		
52.215-2	Audit and Records-Negotiation	Jun 2020		
52.215-21	Requirements for Certified Cost of Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications	Nov 2021		
52.215-23	Limitations on Pass-Through Charges	Jun 2020		
52.215-8	Order of Precedence-Uniform Contract Format	Oct 1997		
52.216-7	Allowable Cost and Payment	Aug 2018		
52.217-8	Option to Extend Services	Nov 1999		
52.217-9	Option to extend the Term of the Contract	Mar 2000		
52.219-16	Liquidated Damages-Subcontracting Plan	Sep 2021		
52.219-28	Post-Award Small Business Program Representation	Oct 2022		
52.219-4	Notice of Price Evaluation Performance for HUBZone Small Business Concerns	Oct 2022		
52.219-8	Utilization of Small Business Concerns (DEVIATION 2023-O0002)	Dec 2022	Deviation 2023-O0002	Dec-22
52.219-9	Small Business Subcontracting Plan	Oct 2022	Alternate II	Nov 2016
52.222-1	Notice to the Government of Labor Disputes	Feb 1997		
52.222-10	Compliance with Copeland Act Requirements	Feb 1988		
52.222-11	Subcontracts (Labor Standards)	May 2014		
52.222-12	Contract Termination-Debarment	May 2014		
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	May 2014		
52.222-14	Disputes Concerning Labor Standards	Feb 1988		
52.222-15	Certification of Eligibility	May 2014		
52.222-16	Approval of Wage Rates	May 2014		
52.222-19	Child Labor-Cooperation with Authorities and Remedies	Dec 2022		
52.222-2	Payment for Overtime Premiums	Jul 1990		
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	Jun 2020		
52.222-21	Prohibition of Segregated Facilities	Apr 2015		

52.222-26	Equal Opportunity	Sep 2016		
52.222-27	Affirmative Action Compliance Requirements for Construction	Apr 2015		
52.222-3	Convict Labor	Jun 2003		
52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method)	Aug 2018		
52.222-35	Equal Opportunity for Veterans	Jun 2020		
52.222-36	Equal Opportunity for Workers with Disabilities	Jun 2020		
52.222-37	Employment Reports on Veterans	Jun 2020		
52.222-4	Contract Work Hours and Safety Standards -Overtime Compensation	May 2018		
52.222-40	Notification of Employee Rights Under the National Labor Relation Act	Dec 2010		
52.222-41	Service Contract Labor Standards	Aug 2018		
52.222-42	Statement of Equivalent Rates for Federal Hires	May 2014		
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts)	Aug 2018		
52.222-50	Combating Trafficking in Persons	Nov 2021		
52.222-54	Employment Eligibility Verification	May 2022		
52.222-55	Minimum Wage for Contractor Workers Under Executive Order 14026	Jan 2022		
52.222-6	Construction Wage Rate Requirements	Aug 2018		
52.222-62	Paik Sick Leave Under Executive Order 13706	Jan 2022		
52.222-7	Withholding of Funds	May 2014		
52.222-8	Payroll and Basic Records	Jul 2021		
52.222-9	Apprentices and Trainees	Jul 2005		
52.223-10	Waste Reduction Program	May 2011		
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	Jun 2016		
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners	Jun 2016		
52.223-13	Acquisition of EPEAT ® - Registered Imaging Equipment	Jun 2014		
52.223-14	Acquisition of EPEAT ® - Registered Televisions	Jun 2014		

52.223-15	Energy Efficiency in Energy-Consuming Products	May 2020		
52.223-16	Acquisition of EPEAT ® - Registered Personal Computer Products	Oct 2015		
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	Aug 2018		
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Jun 2020		
52.223-19	Compliance with Environmental Management Systems	May 2011		
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	Sep 2013		
52.223-20	Aerosols	Jun 2016		
52.223-21	Foams	Jun 2016		
52.223-3	Hazardous Material Identification and Material Safety Data	Feb 2021		
52.223-5	Pollution Prevention and Right-To-Know Information (Alternate I)	May 2011	Alternate I	May 2011
52.223-6	Drug-Free Workplace	May 2001		
52.223-7	Notice of Radioactive Materials	Jan 1997		
52.224-1	Privacy Act Notification	Apr 1984		
52.224-2	Privacy Act	Apr 1984		
52.224-3	Privacy Training	Jan 2017		
52.225-11	Buy American-Construction Materials under Trade Agreements (Alternate I)	Dec 2022	Alternate I	Dec-22
52.225-11	Buy American-Construction Materials Under Trade Agreements	Dec 2022		
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2021		
52.225-9	Buy American-Construction Materials	Oct 2022		
52.227-1	Authorization and Consent	Jun 2020		
52.227-10	Filing of Patent Applications-Classified Subject Matter	Dec 2007		
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Jun 2020		
52.227-4	Patent Indemnity-Construction Contracts	Dec 2007		
52.227-4	Patent Indemnity-Construction Contracts (Alternate I)	Dec 2007	Alternate I	Dec-07
52.228-07	Insurance -- Liability to Third Persons	Mar 1996	Deviation (a)(1) Paragraph	Apr 2023

52.228-5	Insurance-Work on a Government Installation	Jan 1997		
52.228-7	Insurance - Liability to Third Persons	Apr 2023	Deviation (a)(1) Paragraph	
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	Apr 2003		
52.229-3	Federal, State, and Local Tax	Feb 2013		
52.230-2	Cost Accounting Standards	Jun 2020		
52.230-6	Administration of Cost Accounting Standards	Jun 2010		
52.232-1	Payments	Apr 1984		
52.232-11	Extras	Apr 1984		
52.232-17	Interest	May 2014		
52.232-18	Availability of Funds	Apr 1984		
52.232-22	Limitation of Funds	Apr 1984		
52.232-22	Limitation of Funds	Apr 1984		
52.232-23	Assignment of Claims	May 2014		
52.232-25	Prompt Payment (Alternate I)	Feb 2002	Alternate I	Feb 2002
52.232-25	Prompt Payment	Jan 2017		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontracts	Mar 2023		
52.232-8	Discounts for Prompt Payment	Feb 2002		
52.232-9	Limitation on Withholding of Payment	Apr 1984		
52.233-1	Disputes	May 2014	Alternate I	Dec 1991
52.233-3	Protest after Award	Aug 1996		
52.233-3	Protest after Award (Alternate I)	Jun 1985	Alternate I	Jun 1985
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004		
52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts	Apr 1984		
52.236-19	Organization and Direction of the Work	Apr 1984		
52.236-5	Material and Workmanship	Apr 1984		
52.236-7	Permits and Responsibilities	Nov 1991		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984		
52.237-3	Continuity of Services	Jan 1991		
52.239-1	Privacy or Security Safeguards	Aug 1996		

52.242-1	Notice of Intent to Disallow Costs	Apr 1984		
52.242-13	Bankruptcy	Jul 1995		
52.242-15	Stop-Work Order	Aug 1989		
52.242-15	Stop-Work Order (Alternate 1)	Apr 1984	Alternate 1	Apr 1984
52.242-17	Government Delay of Work	Apr 1984		
52.242-3	Penalties for Unallowable Costs	Dec 2022		
52.242-4	Certification of Final Indirect Costs	Jan 1997		
52.242-5	Payments to Small Business Subcontractors	Jan 2017		
52.243-1	Changes-Fixed-Price	Aug 1987	Alternate II	Apr 1984
52.243-2	Changes- Cost Reimbursement Alternate II	Apr 1984		
52.243-2	Changes-Cost Reimbursement	Aug 1987	Alternate II	Apr 1984
52.243-6	Change Order Accounting	Apr 1984		
52.243-7	Notification of Changes	Jan 2017		
52.244-2	Subcontracts	Jun 2020		
52.244-5	Competition in Subcontracting	Dec 1996		
52.244-6	Subcontractors for Commercial Products and Commercial Services	Dec 2022		
52.245-1	Government Property	Sep 2021		
52.245-1	Government Property	Sep 2021		
52.245-9	Use and Charges	Apr 2012		
52.246-25	Limitation of Liability-Services	Feb 1997		
52.246-3	Inspection of Supplies-Cost-Reimbursement	May 2001		
52.246-4	Inspection of Services-Fixed-Price	Aug 1996		
52.246-5	Inspection of Services-Cost-Reimbursement	Apr 1984		
52.246-8	Inspection of Research and Development-Cost-Reimbursement	May 2001		
52.247-1	Commercial Bill of Lading Notations	Feb 2006		
52.247-34	F.o.b Destination	Nov 1991		
52.247-63	Preference for U.S.-Flag Air Carriers	Jun 2003		
52.247-67	Submission of Transportation Documents for Audit	Feb 2006		
52.247-68	Report of Shipment (REPSHIP)	Feb 2006		
52.248-1	Value Engineering	Jun 2020		
52.249-14	Excusable Delays	Apr 1984		
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Apr 2012		
52.249-6	Termination (Cost-Reimbursement)	May 2004		
52.249-6	Termination (Cost-Reimbursement)	May 2004		

52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984		
52.251-1	Government Supply Sources	Apr 2012		
52.251-2	Interagency Fleet Management System Vehicles and Related Services	Jan 1991		
52.252-2	Clauses Incorporated by Reference	Feb 1998		
52.252-4	Alterations in Contract	Apr 1984		
52.252-6	Authorized Deviations in Clauses	Nov 2020		
52.253-1	Computer Generated Forms	Jan 1991		
Subpart 9.5	Organizational and Consultant Conflicts of Interest			

DFAR Code	Title	Effective Date	Alternate/Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative	Dec 1991		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	Sep 2011		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Jan 2023		
252.203-7003	Agency Office of the Inspector General	Aug 2019		
252.203-7004	Display of Hotline Posters	Jan 2023		
252.204-7000	Disclosure of Information	Oct 2016		
252.204-7002	Payment for Contract Line or Subline Items not Separately Priced	Apr 2020		
252.204-7002	Expediting Contract Closeout	May 2021		
252.204-7003	Control of Government Personnel Work Product	Apr 1992		
252.204-7004	Antiterrorism Awareness Training for Contractors	Jan 2023		
252.204-7006	Billing Instructions	Oct 2005		
252.204-7009	Limitations on the Use of Disclosure of Third-Party Contractor Reported Cyber Incident Information	Jan 2023		

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	Jan 2009		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Jan 2023		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	Jan 2023		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	Jan 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	Jan 2023		
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement	Jan 2023		
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 1991		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	May 2019		
252.211-7003	Item Unique Identification and Valuation	Jan 2023		
252.211-7007	Reporting of Government Furnished Property	Mar 2022		
252.211-7008	Use of Government-Assigned Serial Numbers	Sep 2010		
252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel	Sep 2011		
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)	Dec 2019		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	Jan 2023		
252.223-7001	Hazard Warning Labels	Dec 1991		
252.223-7002	Safety Precautions for Ammunition and Explosives	May 1994		

252.223-7003	Change in Place of Performance- Ammunition and Explosives	Dec 1991		
252.223-7004	Drug-Free Work Force	Sep 1988		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	Sep 2014		
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	Sep 1999		
252.223-7008	Prohibition of Hexavalent Chromium	Jan 2023		
252.225-7001	Buy American and Balance of Payments Program	Jan 2023		
252.225-7002	Qualifying Country Sources as Subcontracts	Mar 2022		
252.225-7004	Report of Intended Performance Outside the United States and Canada - Submission after Award	Oct 2020		
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	Dec 2018		
252.225-7008	Restriction on Acquisition of Specialty Metals	Mar 2013		
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Jan 2023		
252.225-7012	Preference for Certain Domestic Commodities	Apr 2022		
252.225-7013	Duty-Free Entry	Dec 2022		
252.225-7015	Restriction on Acquisition of Hand Measuring Tools	Jun 2025		
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	Jan 2023		
252.225-7025	Restriction on Acquisition of Forgings	Dec 2009		
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States	Jun 2015		
252.225-7047	Exports by Approved Community Members in Performance of the Contract	Jun 2013		
252.225-7048	Export Controlled Items	Jun 2013		
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten	Jan 2023		

252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	Jan 2023		
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	Jan 2023		
252.225-7968	Restriction on Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nation (DEVIATION 2022-O0008)	Mar 2022	Deviation 2022-O0008	Mar 2022
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	May 2020	Deviation 2020-O0015	May 2020
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Jan 2023		
252.227-7013	Rights in Technical Data - Other Than Commercial Products and Commercial Services	Jan 2025		
252.227-7014	Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation	Jan 2025		
252.227-7016	Rights in Bid or Proposal Information	Jan 2023		
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	Jan 2025		
252.227-7019	Validation of Asserted Restrictions-Computer Software	Jan 2023		
252.227-7020	Rights in Special Works	Jun 1995		
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends	Jan 2023		
252.227-7026	Deferred Delivery of Technical Data or Computer Software	Apr 1988		
252.227-7027	Deferred Ordering of Technical Data or Computer Software	Apr 1988		
252.227-7030	Technical Data-Withholding of Payment	Mar 2000		

252.227-7033	Rights in Shop Drawings	Apr 1966		
252.227-7037	Validation of Restrictive Markings on Technical Data	Jan 2023		
252.227-7038	Patent Rights-Ownership by the Contractor (Large Business)	Jun 2012		
252.227-7039	Patents-Reporting of Subject Inventions	Apr 1990		
252.231-7000	Supplemental Cost Principles	Dec 1991		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	Dec 2018		
252.232-7006	Wide Area WorkFlow Payment Instructions	Jan 2023		
252.232-7010	Levies on Contract Payments	Dec 2006		
252.234-7002	Earned Value Management System	May 2011	Deviation	Apr 2023
252.235-7010	Acknowledgment of Support and Disclaimer	May 1995		
252.235-7011	Final Scientific or Technical Report	Dec 2019		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	Jan 2023		
252.239-7000	Protection Against Compromising Emanations	Oct 2019		
252.239-7001	Information Assurance Contractor Training and Certification	Jan 2008		
252.239-7010	Cloud Computing Services	Jan 2023		
252.239-7018	Supply Chain Risk	Dec 2022		
252.242-7004	Material Management and Accounting System	May 2011		
252.242-7005	Contractor Business System	Jan 2025		
252.242-7006	Accounting System Administration	Feb 2012		
252.243-7001	Pricing of Contract Modifications	Dec 1991		
252.243-7002	Requests for Equitable Adjustment	Dec 2022		
252.244-7000	Subcontracts for Commercial Products or Commercial Services	Jan 2023		
252.244-7001	Contractor Purchasing System Administration	May 2014		
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	Apr 2012		
252.245-7002	Reporting Loss of Government Property	Jan 2021		
252.245-7003	Contractor Property Management System Administration	Apr 2012		

252.245-7004	Reporting, Reutilization, and Disposal (Deviation 2022-O0006)	Nov 2021	Deviation 2022-O0006	Nov 2021
252.246-7003	Notification of Potential Safety Issues	Jan 2023		
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	Jan 2023		
252.246-7008	Sources of Electronic Parts	Jan 2023		
252.247-7023	Transportation of Supplies by Sea	Jan 2023		
252.251-7000	Ordering From Government Supply Sources	Aug 2012		
252.251-7001	Use of Interagency Fleet Management System (IFMS) Vehicles and Related Services	Dec 1991		
252.255-7021	Trade Agreements	Jan 2023		
525.203-7002	Requirements to Inform Employees of Whistleblower Rights	Dec 2022		

FEDERAL ACQUISITION REGULATION PRIME CONTRACT CLAUSES IN FULL TEXT

252.225-7988 ACQUISITION OF THE AMERICAN FLAG (DEVIATION) (FEB 2014)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

If the Contractor is required to deliver under this contract one or more American flags (Federal Supply Class 8345), such flag(s), including the materials and components thereof, shall be manufactured in the United States, consistent with the requirements at 10 U.S.C. 2533a (commonly known as the "Berry Amendment"):

- (b) This clause does not apply to the acquisition of any end items or components related to flying or displaying the flag (e.g., flagpoles and accessories)