

GENERAL TERMS AND CONDITIONS OF PURCHASE – Supplement 2 Government Contract Provisions from the Department of Defense FAR Supplement

TC-003 (02/19/2024)

1. When the materials, and products (“goods”) or services, including the products resulting from services are for use in connection with a U.S. Government Department of Defense Prime Contract or higher-tier subcontract, in addition to the General Provisions (TC-001) and the Federal Acquisition Regulation (FAR) provisions (TC-002), the following Department of Defense FAR Supplement (DFARS) clauses and provisions (TC-003), shall apply, as required by the terms of the prime contractor by operation of law or regulation. The effective version of each DFARS provision shall be the same version as that which appears in Buyer’s Prime Contract, or higher-tier subcontract under which this Purchase Order is a subcontract. In the event of a conflict between these DFARS provisions (TC-003) and the General Provisions (TC-001) or the FAR provisions (TC-002), the DFARS provisions (TC-003) shall control.
2. The following clauses set forth in the DFARS in effect as of the date of the prime contract are incorporated herein by reference. In all clauses listed herein, the terms “Government”, “Contracting Officer” and “Contractor” shall be revised to suitably identify the contracting parties under this Purchase Order and affect the proper intent of the provision except where further clarified or modified below. However, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or his or her duly authorized representative, and (2) when title to property is to be transferred directly to the Government. “Subcontractor,” however, shall mean “Seller’s Subcontractor” under this Purchase Order. The listed DFARS clauses are incorporated herein as if set forth in full text unless made inapplicable by their corresponding notes, if any. If any of the following DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting. The Seller, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for award. With respect to any applicable DFARS clauses incorporated into this Purchase Order relating to rights in noncommercial technical data and noncommercial computer software and noncommercial computer software documentation, the Seller grants to Buyer the right to use, disclose, modify, combine, integrate or make derivative works of any noncommercial technical data, noncommercial computer software and/or noncommercial computer software documentation delivered under this Purchase Order to the extent necessary, and for such period as is required, for Buyer to complete its performance under the Buyer’s U.S. Government programs.

A. APPLICABLE TO ALL ORDERS WITHOUT REGARD TO DOLLAR VALUE

1. **252.203-7002** “Requirement to Inform Employees of Whistleblower Rights”
2. **252.204-7000** “Disclosure of Information”
3. **252.204-7009** “Limitations on the Use and Disclosure of Third-Party Contractor Reported Cyber Incident Information”
4. **252.204-7012** “Safeguarding Covered Defense Information and Cyber Incident Reporting” (Applicable to Purchase Orders under DoD contracts for operationally critical support, or for which Purchase Order performance will involve a covered contractor information system).
5. **252.204-7014** “Limitations on the Use or Disclosure of Information by Litigation Support Contractors”
6. **252.204-7015** “Notice of Authorized Disclosure of Information for Litigation Support”
7. **252.204-7018** “Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services”
8. **252.204-7020** “NIST SP 800-171 DoD Assessment Requirements” (Applicable to all Purchase Orders other than COTS items)
9. **252.204-7021** “Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement” (Applicable to all Purchase Orders other than COTS items)
10. **252.208-7000** “Intent to Furnish Precious Metals as Government-Furnished Material”
11. **252.209-7004** “Subcontracting with Firms That Are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism”
12. **252.211-7003** “Item Unique Identification and Valuation” (Seller’s obligations under this clause are limited to cooperating with Buyer’s efforts to comply with this clause, including granting Buyer access to Seller’s

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- deliverables at its facilities and to appropriate property records.)
13. **252.211-7007** “Reporting of Government- Furnished Property” (Seller’s obligations under this clause are limited to cooperating with Buyer’s efforts to comply with this clause, including granting Buyer access to Seller’s deliverables at its facilities and access to appropriate property records.)
 14. **252.215-7000** “Pricing Adjustment” (Applicable if FAR 52.215-12 or 52.215-13 applies to the Contract.)
 15. **252.223-7001** “Hazard Warning Labels”
 16. **252.223-7002** “Safety Precautions for Ammunition and Explosives” (“Government” means “Government and/or Buyer”)
 17. **252.223-7003** “Change in Place of Performance – Ammunition and Explosives”
 18. **252.223-7006** “Prohibition on Storage, Treatment, and Disposal of Toxic and Hazardous Materials”
 19. **252.223-7007** “Safeguarding Sensitive Conventional Arms, Ammunition and Explosives”
 20. **252.223-7008** “Prohibition on Hexavalent Chromium”
 21. **252.225-7001** “Buy American Act and Balance of Payments Program”
 22. **252.225-7002** “Qualifying Country Sources as Subcontractors”
 23. **252.225-7007** “Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies” (Applicable to Purchase Orders for the acquisition of munitions list items only.)
 24. **252.225-7008** “Restriction on Acquisition of Specialty Metals”
 25. **252.225-7009** “Restriction on Acquisition of Certain Articles Containing Specialty Metals”
 26. **252.225-7012** “Preference for Certain Domestic Commodities”
 27. **252.225-7013** “Duty-Free Entry”
 28. **252.225-7015** “Restriction on Acquisition of Hand or Measuring Tools”
 29. **252.225-7016** “Restriction on Acquisition of Ball and Roller Bearings”
 30. **252.225-7025** “Restriction on the Acquisition of Forgings”
 31. **252.225-7027** “Restriction on Contingent Fees for Foreign Military Sales”
 32. **252.225-7028** “Exclusionary Policies and Practices of Foreign Governments”
 33. **252.225-7030** “Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate”
 34. **252.225-7031** “Secondary Arab Boycott of Israel”
 35. **252.225-7040** “Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States”
 36. **252.225-7047** “Exports by Approved Community Members in Performance of the Contract”
 37. **252.225-7048** “Export-Controlled Items”
 38. **252.225-7052** “Restriction on the Acquisition of Certain Magnets and Tungsten” (Applicable to Purchase Orders where an item contains a covered material including Samarium-cobalt magnets; Neodymium-iron-boron magnets; Tungsten metal powder; and/or Tungsten heavy alloy or any finished or semi-finished component containing tungsten heavy alloy.)
 39. **252.227-7013** “Rights in Technical Data – Noncommercial Items”
 40. **252.227-7014** “Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation”

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41. 252.227-7015 “Technical Data – Commercial Items” (Applicable only if technical data is to be delivered under this Contract.)
42. 252.227-7016 “Rights in Bid or Proposal Information”
43. 252.227-7017 “Identification and Assertion of Use, Release, or Disclosure Restrictions”
44. 252.227-7019 “Validation of Asserted Restrictions – Computer Software”
45. 252.227-7025 “Limitation on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends”
46. 252.227-7026 “Deferred Delivery of Technical Data or Computer Software”
47. 252.227-7027 “Deferred Ordering of Technical Data or Computer Software”
48. 252.227-7028 “Technical Data or Computer Software Previously Delivered to the Government”
49. 252.227-7030 “Technical Data – Withholding of Payment”
50. 252.227-7037 “Validation of Restrictive Markings on Technical Data”
51. 252.227-7038 “Patent Rights – Ownership by the Contractor (Large Business)”
52. 252.227-7039 “Patents – Reporting of Subject Inventions”
53. 252.228-7001 “Ground and Flight Risk”
54. 252.228-7005 “Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles”
55. 252.229-7011 “Reporting of Foreign Taxes – U.S. Assistance Programs”
56. 252.231-7000 “Supplemental Cost Principles”
57. 252.235-7003 “Frequency Authorization”
58. 252.235-7010 “Acknowledgment of Support and Disclaimer”
59. 252.239-7016 “Telecommunications Security Equipment, Devices, Techniques, and Services”
60. 252.243-7001 “Pricing of Contract Modifications”
61. 252.244-7000 “Subcontracts for Commercial Items and Commercial Components (DoD Contracts)”
62. 252.246-7001 “Warranty of Data”
63. 252.249-7003 “Notification of Potential Safety Issues”
64. 252.246-7007 “Contractor Counterfeit Electronic Part Detection and Avoidance System” (Applicable to Purchase Orders when the goods or services include electronic parts or assemblies containing electronic parts).
65. 252.246-7008 “Sources of Electronic Parts” (Applicable to Purchase Orders where electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer, are being purchased.)
66. 252.247-7023 “Transportation of Supplies by Sea” (Applicable to Purchase Orders and all lower-tier subcontracts for ocean transportation of supplies. Paragraphs (f) and (g) shall not apply if this Purchase Order or any lower-tier subcontract is at or below the simplified acquisition threshold.)
67. 252.249-7002 “Notification of Anticipated Contract Terminations or Reductions (less paragraph (d)(1))”

B. ALSO INCLUDE THE FOLLOWING IN ORDERS OVER SIMPLIFIED ACQUISITION THRESHOLD:

1. 252.203-7001 “Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies”
2. 252.225-7009 “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (excluding Paragraph (d))

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and (e)(1) which is deleted from this clause).

C. ALSO INCLUDE THE FOLLOWING IN ORDERS OVER \$500,000:

1. **252.226-7001** "Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns"

D. ALSO INCLUDE THE FOLLOWING IN ORDERS OVER \$750,000:

1. **252.219-7003** "Small Business Subcontracting Plan (DoD Contracts) (Include Alternate I if included in the prime contract)"
2. **252.219-7004** "Small Business Subcontracting Plan (Test Program)"
3. **252.225-7004** "Report of Intended Performance Outside the United States and Canada – Submission after Award"

E. ALSO INCLUDE THE FOLLOWING IN ORDERS OVER \$1,000,000:

1. **252.225-7033** "Waiver of United Kingdom Levies"
2. **252.222-7006** "Restricting the Use of Mandatory Arbitration Agreements. (If this clause is included in Buyer's prime contract or higher tier subcontract, it is applicable to issued Purchase Orders, except Purchase Orders for the acquisition of commercial items or the commercially available off-the-shelf items.)"

F. ALSO INCLUDE THE FOLLOWING IN ORDERS OVER \$5,000,000

1. **252.225-7058** "Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China"

G. ALSO INCLUDE THE FOLLOWING IN ORDERS OVER \$6,000,000

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

3. Business Systems Rule:

Seller shall communicate and otherwise deal directly with the United States Government Contracting Officer to the extent practicable and permissible as to all matters relating to any of Seller's business systems under any of the following applicable Business Systems clauses: 252.215-7002 "Cost Estimating System Requirements", 252.234-7002 "Earned Value Management System", 252.242-7004 "Material Management and Accounting System", 252.242-7006 "Accounting System Administration", 252.244-7001 "Contractor Purchasing System Administration", 252.245-7003 "Contractor Property Management System Administration" (hereinafter referred to collectively as "Business Systems clauses"). Seller shall provide Buyer with copies of communications with the United States Government respecting significant deficiencies in any of Seller's business systems under the applicable Business Systems clauses, provided Seller shall not be required to disclose to Buyer such communications containing information confidential to the Seller. In addition to any other remedies provided by law or under this Purchase Order, Seller hereby indemnifies and holds Buyer harmless to the full extent of any loss, damage, or expense including without limitation any withholds under 252.242-7005 "Contractor Business Systems" incurred by Buyer that result from any government action, claim, withhold or similar action against Buyer that results in a Buyer loss or expense of any type, including lost profit or fee, legal costs, interest, indirect cost markups, because of a failure of Seller or its lower-tier subcontractors to comply with any of the Business Systems clauses.